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401(k) plan practice guide

American Institute of Certified Public Accountants. Tax Division

401(k) Plan Practice Guide

AICPA

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OCTOBER 1993

AICPA
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NOTICE TO READERS

Tax practice guides are designed as educational and reference material for the members of the Tax Division and others interested in the subject. They do not establish standards or preferred practices.

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PURPOSE

The primary purpose of this Guide is to assist practitioners in establishing 401(k) plans. The Guide is designed as educational and reference material for members of the AICPA Tax Division and others interested in the subject, and is distributed with the understanding that the AICPA Tax Division is not rendering any tax or legal advice.

PREFACE

Tax practice requires a working knowledge of tax laws and existing federal tax reference material. The Guide is intended to provide information that is current and accurate. It is not presently intended that the AICPA Tax Division will update this guide as routine changes are made in either the Internal Revenue Code or Treasury Regulations. As such, users of the Guide should review all references to ensure that any subsequent statutory changes, interpretations, guidance, or court decisions are considered in light of the advice being rendered to their clients. Nevertheless, comments, questions, and suggestions are welcome. In the event this publication is updated, such comments would be invaluable in making the product better for all members of the Tax Division.

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DESIGN AND IMPLEMENTATION

I. DESIGN AND IMPLEMENTATION

A. Design Checklist and Helpful Hints

Designing a 401(k) plan entails considering some unique issues. The following is a discussion of the key areas for consideration in plan design and some helpful hints to consider. Administration of a 401(k) plan tends to be more cumbersome than other defined contribution plans because of the special testing and recordkeeping that is required. This checklist is intended to present the design features that will help to simplify this administration process and best meet the employer's objectives.

However, many employers, especially those with large numbers of employees, may want to consider some of the more complex design features because they may result in less overall contributions by the employer.

Covered Employees - You can exclude classes of employees such as Collective Bargaining Employees, Nonresident Aliens, and Airline Employees without causing any concerns about the plan's ability to pass coverage under section 410(b).

However, when you start to exclude other classes of employees such as Leased Employees, Salaried Employees, Hourly Employees, Employees of Controlled Group Members, etc., you will need to determine that you can clearly pass coverage without those employees being eligible and if not, be sure the plan has a default system.

If a certain class of employees of the employer would not be likely to make significant deferrals, there will be advantages in other testing areas (ADP and ACP) if you can exclude them from participating in the plan and still easily pass coverage.

Eligibility Conditions - For the 401(k) portion of the plan you can only exclude employees who are under age 21 or have less than one year of service as eligibility criteria. Only those employees <u>not</u> excluded by class (see **Covered Employees** above) are subject to these eligibility criteria. Although you can require up to two years of eligibility for the profit sharing portion of the plan, this will add to the complexity of the administration of the plan.

In order to eliminate the need for recordkeeping and handling funds for employees who are only with the employer for a short time, eligibility requirements of less than one year should be discouraged. This will also help the ADP/ACP testing because these employees will not be counted.

Plan and Limitation Year - In most cases, the plan year and limitation year should coordinate with the tax year of the employer. However, depending on the sophistication of the employer's payroll records, you may want to consider using a December 31 limitation year for a fiscal year corporation.

The plan year should still match the tax year of the employer to avoid any deduction limitation problems.

Compensation - In most cases, you will want to use one of the safe harbor definitions of compensation under IRC section 414(s). This will require you only to get information on one level of compensation for each participant and will allow you to use that definition for all allocations and testing.

If you use an alternative definition, you will want to be sure that the exclusions apply evenly to Highly Compensated and Non-Highly Compensated Employees. A sample discrimination checksheet for excluding compensation is included in the Forms Section as Form J(ii).

Entry Dates - Especially in a 401(k) plan you should consider allowing at least semi-annual entry dates. This allows you to always go to the next entry date once an employee has met the eligibility requirements instead of having to back up. Larger employers may want to consider more frequent entry dates to allow employees to participate as soon as possible after they are eligible.

Contribution Provisions - Before deciding on the specific provisions for each element of contributions, you need to discuss with the employer the amount and type of contributions that they anticipate making. For instance, if the employer anticipated making a 7 percent profit sharing contribution and up to a 5 percent matching contribution, you could run into maximum annual addition problems under IRC section 415 or deduction problems under IRC section 404 if you allowed the employees to defer up to 10 percent of their compensation. Alternatively, if the employer anticipated making minor matching contributions only, you would probably want to let the employees defer up to 15 percent, or greater.

> SALARY REDUCTION CONTRIBUTIONS - Besides the considerations discussed above, you might also consider putting a minimum floor on the employee's contributions. It can be very costly to maintain an account for a participant that is only going to defer less than 1 or 2 percent of their salary per year.
>
> You will also need to consider how often you will allow employees to change their elections. You will have to balance the administrative complications of frequent changes with making the employees feel comfortable enough that

they can change their elections so that they will participate in the plan. Many firms correspond deferral modifications with the plan entry dates.

MATCHING CONTRIBUTIONS - Unless you have an unusual employee mix, such as mainly professional employees looking for a substitution for their lost IRA deductions, most employers find it necessary to offer some type of matching contributions in order to get a level of employee deferrals that will justify the existence of the plan and give the Highly Compensated Employees the level of deferral they want.

For employers who are wary of the fixed obligation of a required matching contribution, you might consider a low level of guaranteed matching contribution with the alternative of a higher discretionary match.

If you have tiers of matching contributions, be sure that the rate of match declines instead of increases with the level of deferrals. The reverse could cause discrimination problems under IRC section 401(a)(4).

NONELECTIVE CONTRIBUTIONS - These employer contributions can be allocated like those of any other profit sharing plan. You can use some variety of integrated allocation or a straight non-integrated formula. Even if the employer does not intend to make any contributions under this area, they should carefully consider this design feature.

If both matching and nonelective contributions are discretionary, sample allocations can be done each year to see how different designations of the total employer contribution can result in a different total allocation to the various participants.

DESIGNATED QUALIFIED NONELECTIVE CONTRIBUTIONS - This contribution will be most practical for employers with a small number of non-highly compensated employees in comparison to their highly compensated employees.

An employer should add these provisions to the plan, even though they do not intend to use them, in order to have another alternative for correcting testing problems.

NONDEDUCTIBLE EMPLOYEE CONTRIBUTIONS - Some employers design the plan to match either 401(k) deferrals and/or nondeductible employee contributions because the distribution limitations are not as restrictive for the nondeductible contributions. After 1986, these contributions are subject to section 401(m) testing. Most plans will not allow for nondeductible contributions unless they feel that they have enough non-highly compensated employees that will make this type of contribution. They would only be likely to do so if their elective deferrals are very limited.

Forfeitures - Most plans will provide that forfeitures will first be used to restore accounts of any separated participants who return prior to their 5th year break in service. You will need to decide what to do with any excess. Forfeitures will come from separated participants' nonvested matching contributions and nonelective contributions. They can also come from forfeited excess aggregate contributions of highly compensated employees.

If the employer does not intend to contribute annual nonelective contributions, you will want to avoid allocating any forfeitures as a nonelective contribution. Doing so would cause you to have extremely small account balances for employees who were not participating in the 401(k) portion of the plan.

If the plan is responsible for paying for administrative costs, you can also use forfeitures for this.

The most common use of forfeitures is to reduce matching contributions in the current or following year.

Accrual of Benefit - For most smaller employers, you will want to use the safe harbor accrual requirements and allocate a contribution to any participant employed on the last day of the year and any separated participant who completed at least 500 hours prior to separation.

Larger employers may want to have additional conditions such as last day of the year and/or 1,000 hours per year. If you use these additional conditions, you will have to be sure you can still meet the coverage tests of IRC section 410(b).

You can also have different accrual requirements for matching requirements.

Vesting -

VESTING SCHEDULES - You will need to decide on vesting schedules for matching contributions and nonelective contributions. If the employer wants to be able to use matching contributions for ADP testing purposes, these contributions will have to be qualified matching contributions and therefore 100 percent vested.

If the plan is going to be top heavy, you will have to use a vesting schedule at least as liberal as 3-year cliff vesting or 6-year graded vesting. If you use a non-top heavy schedule, be sure that the plan is designed to switch to a top heavy schedule for <u>all</u> years after you initially have a top heavy year.

If the plan allows life insurance as an investment, you might also consider having the life insurance be 100 percent vested at all times.

YEAR OF SERVICE - The sophistication of your client's recordkeeping abilities may dictate your choice in vesting computation periods. Although using plan years may allow a slightly quicker vesting schedule, it is much easier from an administrative standpoint.

The employer will also determine whether to exclude any years to service, such as before the employer maintained a plan; prior to the employee maintaining a specific age; or pre-Break in Service years.

The employer may also want to count years of service with a previous employer in the case of a purchase or merger with another business.

Investments - The participant recordkeeping requirements can be reduced by not allowing employees to direct the investment of their own contributions. Many employers, however, feel obligated to offer investment direction to participants.

The new final regulations issued by the Department of Labor for ERISA section 404(c) further encourage this by offering relief from certain fiduciary liability if investment direction is offered. These regulations require the participants to have a broad range of investment alternatives including at least three investment categories. Employees must also be able to diversify investments and switch investments on a reasonable basis.

The employer should carefully consider the investment sophistication of their workforce in this decision as well as how broad a range there is in retirement ages and objectives.

Distributions - There are decisions to be made in the area of distributions in the following areas:

FREQUENCY OF DISTRIBUTIONS - Much of this design feature depends on the structure of the investments. If participants direct their own investments and each has their own account, frequent distributions will not be much of an administrative complication.

However, if a complete plan accounting is required to determine the actual amount of a participant's account, distributions should only be allowed as soon as practical after that time. If a plan accounting is only done once a year and the employer would like to offer distributions more often, the plan could provide that an allocation of earnings would be made using a fixed rate of interest or tied to a known index.

HARDSHIP DISTRIBUTIONS - Although allowing hardship distributions adds to the administrative burden of the plan administrator and recordkeeper, many employers may feel that it is necessary to make the employees feel that they can have access to their money if they really need it.

However, because of the restrictive requirements for hardship distributions for 401(k) plans, employers often find that it causes more hard feelings by employees than not having the provisions at all. Dealing with a hardship request can be time-consuming and may require the employer's access to personal financial information about the participant.

JOINT AND SURVIVOR ANNUITY REQUIREMENTS - Except in unusual circumstances, an employer will want to elect out of these requirements to simplify the administration of the plan. This will avoid all of the Pre-retirement Survivor Annuity Waiver Form notice requirements, spousal consent forms, etc.

Loans - Participant loans can be one of the most difficult plan provisions to administer. Because loan provisions are not required, employers may not want to include them in the initial plan.

If the employer finds that participation is less than expected because employees feel that access to their money is too restrictive, the loans can be added at a later date.

If a plan has loan provisions, the administration is simplified if the loans are repaid through an automatic payroll deduction and if the loan policy is designed to restrict loans to certain events. Review carefully with the client the loan provisions and the client's internal procedures.

Top Heavy - Don't forget to advise your client of the minimum requirements for top heavy plans.

401(k) PLAN DESIGN
EMPLOYER INFORMATION

Prior to designing a plan for an employer, obtain the following basic information from them to assist you in guiding them in the design process.

1. Company Name ____

2. Type of Entity: _____ Corporation _____ S Corporation

   _____ Sole Proprietorship _____ Partnership

3. Product or Service of Business ______________________________________

4. Do any owners also own all or any part of another business? _____ Yes _____ No
   If yes, complete the following:

Owner Name	Business Name	% Owned	Existing Retirement Plans
__________	__________	_____	____________________
__________	__________	_____	____________________
__________	__________	_____	____________________

5. Has the company ever had another Qualified Retirement Plan? _____ Yes _____ No
   If yes, please list types and dates of installation and termination:

   ____

   ____

6. In order of priority, rank company's goals in establishing plan:

   _____ Provide IRA alternative for employees

   _____ Replace previous plan

   _____ Benefit owners and/or key employees

   _____ Tax deduction for business

   _____ Provide incentive for employer longevity

   _____ Other ____

7. How much does the employer plan to contribute to the plan on an annual basis? $________. Of that amount, how much, if any, are they willing to make a definite commitment on? $________.

8. What is the employer's year end? ______________

9. What is the employer's tax bracket? ______________

10. What type of employee turnover does the employer have?__________________

____

11. How would the employer rank the investment sophistication of the employees?

    ___ Very High ___ High ___ Average ___ Below Average ___ Extremely Low

12. Does the employer have separate divisions or locations: ____ Yes ___ No

    If yes, explain: ____

13. Have the employer furnish employee census information, including hire dates, hours of service, and compensation.

DOCUMENT CHECKLIST

Plan Name ____

A. Home Office Assistance

1. No plan work (outside plan).
2. Write sample custom plan
   - ☐ from this spec sheet
   - ☐ from prior plan (only complete the spec sheet sections for changes in prior plan requested by employer).
3. Provide sample trust and trust request.

B. Basic Plan Information

1. **Plan Type**
   - [A] Profit sharing
     - ☐ thrift ☐ 401(k)
   - [B] Money purchase
     - ☐ thrift ☐ target

2. **Plan Years**
   - [A] This is a new plan effective ___/___/___ .
   - [B] This is a restatement effective ___/___/___ .
   - Plan was first effective ___/___/___ .
   - The first day of this plan year is ___/___/___ .

   Later plan years will be:
   - [C] fiscal years.
   - [D] years beginning ______/______ .

C. Predecessor Employers

1. None.
2. Predecessor is deemed to be employer for counting:
   - ☐ entry
   - ☐ vesting service
   - ☐ hours of service for contribution
   - ☐ pay
   - ☐ Only service continued with the employer without interruption counts.
3. Only service and pay with predecessor maintaining any qualified plan counts.
4. Only service and pay with ____________________ counts.
5. Service as an owner/partner counts

NOTE: If this Plan is a continuation of a plan of a Predecessor employer, service with that Predecessor must be treated as service with you.

D. Entry

1. **Eligible Employee**
   - [A] All employees.
   - [B] Each checked below.
   - [C] Any one checked below.
     - ☐ hourly
     - ☐ salaried
     - ☐ bargaining
     - ☐ nonbargaining
     - ☐ ____________________

   (If specific union included or excluded, name on line below)

2. **Minimum Age**
   - [A] None
   - [B] Age 21
   - [C] Age ______ (less than 21)

   NOTE: Minimum age must be decreased to age 20 1/2 or younger if yearly entry is used.

3. **Entry Service**
   - [A] None
   - [B] ____ months (elapsed time only)
   - [C] ____ years (if hours, use whole years)

   NOTE: Up to 1 year can be used if 401(k). Up to 2 years service can be used for all other plans (100% immediate vesting if more than 1 year).

   Minimum service must be decreased 6 months if yearly entry is used.

4. **Entry Service Method**
   - [A] Elapsed time
   - [B] Hours (1,000 hours is one year. Break in service is 500 hours)
     - ☐ service counted at end of year
     - ☐ service counted as soon as 1,000 hours are worked

   Entry service years
   - ☐ change to plan years
   - ☐ stay employment years

5. **Entry Date**
   - [A] Monthly
   - [B] Quarterly
   - [C] Semi-yearly
   - [D] Yearly
   - [E] Date

   NOTE: If yearly entry, otherwise allowable age and service must be decreased 6 months.

6. Entry requirements waived on ____/____/____ .
   - [A] Minimum age
   - [B] Service

E. Pay

1. Plan uses safe harbor pay as in Box 10 of Form W-2 **plus** elective deferrals unless otherwise noted below:
   - [A] As defined in Code Section 415(c) (3).
   - [B] Wages subject to income tax withholding.
   - [C] Exclude elective deferrals.
   - [D] Exclude reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits.
   - [E] Exclude:
     - [ ] bonuses
     - [ ] commissions
     - [ ] overtime pay
     - [ ] other special compensation.
     - [ ] For 401(k) plans. these exclusions only apply for:
       - [ ] elective deferrals
       - [ ] additional contributions
       - [ ] discretionary contributions
   - [F] Exclude pay before entry date.
2. Pay year for annual pay ends on (complete only if annual employer contributions, if pay equals a fraction of annual pay in a MP, or if Target)
   - [A] last day of plan year (std for 401(k), MP, or Target).
   - [B] last day of fiscal year (std or PS).
   - [C] ____/____ .
3. If other than annual pay is used (MP or MPT only), pay is
   - [A] based on the corresponding calendar periods (i.e., if monthly contributions, pay is for the latest calendar month)
   - [B] a fraction of annual pay defined above (i.e., if monthly contributions, pay is 1/12th of annual pay.)

   *Safe harbor pay definition = pay year must be a 12 month period ending within current plan year.

F. 415 Limits

- [1] This is the only plan of the employer.
- [2] The employer has more than one plan. Other plan(s) are:
  - [A] Defined benefit.
  - [B] Money purchase or target.
  - [C] Profit sharing.

NOTE: Standard limits and reductions apply. Defined benefit and money purchase plans are considered the primary plan so other plans are limited first.

[3] **Limitation Year** is

- [A] plan year (std for 401(k), MP, or Target).
- [B] fiscal year (std for PS)
- [C] year ending ____/____ .

NOTE: If annual contributions. limitation years should end on contribution date. If employer has multiple plans, limitation years should match. Pay is pay actually paid or made available.

G. Top-Heavy Minimum

1. Minimum benefit applies in
   - [A] top-heavy years only.
   - [B] all years.
2. Any minimum applies for
   - [A] non-key employees only.
   - [B] all employees.
3. If more than one 401(a) plan. which plan provides minimum benefit?
   - [A] This plan.
   - [B] ______________________________

H. Member Contributions

1. **Voluntary contributions** are not permitted unless otherwise noted below:
   - [A] Are permitted (should be allowed under only one plan).
   - [B] Held under the plan but no longer permitted. These contributions are:
     - [ ] Nondeductible Stopped ____/____/____
     - [ ] Deductible Stopped ____/____/____

   Voluntary contributions may be withdrawn two times in any one-year period, unless otherwise noted below:
   - [C] Withdrawal at any time.
   - [D] ______withdrawal(s) in a one-year period.
2. **Required contributions** are not included unless otherwise noted below (for thrift plans, complete Q or U instead).
   - [A] ______% of pay required each pay period.
   - [B] Held under plan but no longer allowed. Stopped on ____/____/____

NOTE: Member contributions are subject to early distribution rules, 416 limits and 401(m) test.

I. Investments

1. Plan is
   - A non-trusteed (no loans or insurance allowed).
   - B trusteed
     - ☐ Allow loans.
       Position of person for member to contact regarding loans:

       ____

       _______ Number of outstanding loans permitted.

       _______ Number of loans in any one year.

       ☐ $ ________ optional minimum loan

       ☐ $ ________ optional maximum loan

     - ☐ ________ Allow for repayment of loan for longer than 5 years (only available if for a home loan).
     - ☐ Allow optional life insurance, member elects coverage.

2. Investment Direction
   - A Employer contributions other than elective deferrals are directed by
     - ☐ the member with the contractholder's consent.
     - ☐ the contractholder.
     - ☐ the member.
   - B Elective deferral contributions are directed by (401(k) only)
     - ☐ the member with the contractholder's consent.
     - ☐ the contractholder.
     - ☐ the member.
   - C Member contributions and rollovers are directed by
     - ☐ the member with the contractholder's consent.
     - ☐ the contractholder.
     - ☐ the member.

J. Allocations

1. Allocations are made to each:
   - A person who was an active member at any time during period.
   - B active member of that "date."
   - C person who was an active member at any time during one-year period who has at least 1,000 hours during latest service period ending on or before that "date."
   - D active member on that "date" who has at least 1,000 hours during the latest one-year service period ending on or before that "date."
   - E person who was an active member at any time during the plan year, and if not active on the last day of the plan year, has at least 500 hours during the latest service period ending on or before that "date."

   "Date" means the contribution date if MP or Target, the last day of the plan year if 401(k), or the last day of fiscal year if PS.

2. Allocation requirements modified as follows:

   ☐ Also allocate to each person who was an active member at any time during the period and who has retired, become disabled or died.
   ☐ If D above is selected must also have 1,000 hours.

3. Service period is the one-year period ending on the last day of (i) the plan year if 401(k), MP or Target, or (ii) the fiscal year if PS, unless otherwise noted below:

   ☐ ______/______ .

K. Vesting

Members are 100% vested on the earliest of normal retirement age, early retirement date, death or disability if they are employees.

1. **Vesting Schedule:**
   - A 100% at all times
   - B 100% after 3 years
   - C 20% after 2 years, plus 20% for the next 4 years
   - D 100% after 5 years (B applies in top-heavy years)
   - E 20% after 3 years, plus 20% for the next 4 years (C applies in top-heavy years)
   - F Other ______________________________

   NOTE: F must provide full (100%) vesting after 5 years or must at all times be as great as the Vesting Percentage which E would provide unless plan is a multiemployer plan covering collective bargaining employees.

2. **Vesting Service**
   - A Elapsed time
   - B Hours (1,000 hours is one year. Break in service is 500 hours.) Vesting service period is the one-year period ending on the last day of (i) the plan year if 401(k), MP or Target, or (ii) the fiscal year if PS unless otherwise noted below:

   ☐ ____/____ .

   NOTE: For new plans. vesting service before effective date is counted in days using elapsed time.

3. **Vesting Exclusions**
   - A Service before ___/___/___ (on or before plan effective date).
   - B Service before age _______ (up to 18).
   - C Service while member did not make required contributions.

4. **Forfeitures**

   [A] Forfeitures occur immediately if member quits and receives vested account or is zero percent vested at termination. If rehired within 5 years, member may repay and employer must restore forfeiture.

   ☐ Optional delayed forfeitures only. No forfeitures until death or 5 consecutive breaks in service occur.

   [B] Forfeitures offset employer contributions unless plan is 401(k) with discretionary or PST with discretionary or PS. In those plans, forfeitures are reallocated with the discretionary contributions.

   ☐ Offset employer contributions (optional choice only for 401(k) with discretionary, PST with discretionary or PS).

   ☐ Reallocate forfeitures based on ratio of annual pay (optional choice only for MPT with add'l contributions, 401(k) with add'l but no discretionary, or MP).

   ☐ at the end of the plan year to all active members.

   ☐ on the last contribution date to those eligible for an employer contribution.

L. Retirement

1. **Normal retirement date** (NRD) is 1st of month on or after member reaches age:

   [A] 65

   [B] 65, or 5 years after entry, if later

   ☐ but not later than age 70

   [C] Other ______________________
   (Younger than 65 and or fewer than 5 years from entry.)

2. **Early retirement date**

   [A] None.

   [B] Any 1st of month on or after date member terminates if these requirements are met:

   ☐ age ______

   ☐ ______ years of vesting service

NOTE: Late retirement date is 1st of month on or after termination. Benefits may begin at NRD for a member who is still working. Benefits may also be postponed. Benefits must begin by age 70 1/2.

M. Forms Of Payout

Normal form is single life annuity with installment refund for plans other than Target. Qualified joint & survivor percentage is 50%. Standard options, including single sum and FIO at termination and retirement, are available. Immediate distributions at termination unless otherwise specified below.

1. No distribution at termination before

   [A] 6 months

   [B] 12 months

2. Distribution of employer contributions at termination only if disabled

   ☐ does not apply to elective deferrals under 401(k) plans

3. No distribution of employer contributions at termination.

NOTE: Member contributions are available in single sum any time after termination. If the member's vested account is $3,500 or less, it is paid in cash at termination or retirement. If distribution is delayed in [1] above, cashout is delayed too.

Comments: ______________________

N. Adopting Employer(s)

1. Name: ______________________

   ☐ Single plan ☐ Separate plan

   Date of Adoption: ____/____/____

   Fiscal year end: ____/____

2. Name: ______________________

   ☐ Single plan ☐ Separate plan

   Date of Adoption: ____/____/____

   Fiscal year end: ______________

3. Name: ______________________

   ☐ Single plan ☐ Separate plan

   Date of Adoption: ____/____/____

   Fiscal year end: ____/____

If more than three, list other employers on separate sheet.

CAUTION: Separate plans must meet the minimum participation requirements independently.

O. General Information (complete if 401(k), PS or PST)

1. **Employer contributions** are made

   [A] from profits (excess revenues if non-profit).

   [B] without regard to profits (excess revenues if non-profit).

2. **Withdrawals** (other than voluntary)

   [A] Member who is 59 1/2 or older may withdraw all or part of vested account.

   Withdrawals allowed twice in a one-year period unless otherwise noted below:

   ☐ Withdrawal at any time

   ☐ _____ withdrawal(s) in a one-year period.

   [B] Member may withdraw up to _____% of vested account after 5 years of participation since later of entry or last withdrawal.

   NOTE: These contributions cannot be withdrawn (410(k) plans): Elective deferrals, any qualified nonelective or qualified matching.

   [C] In the event of hardship, member may withdraw up to ______% of vested account.

   NOTE: These contributions cannot be withdrawn (401(k) plans): Elective deferrals, any qualified nonelective or qualified matching.

- Restrict hardship withdrawals to only elective deferrals

401(k) plans must use "general" or "deemed" hardship rules. The general rule will be used unless otherwise noted below.

- Use deemed standard (employee may not contribute for 12 months after hardship withdrawal). Must use on protos.

NOTE: Interest earned on elective deferrals after 12-31-88 may not be withdrawn. Any required, optional or rollover contributions may be withdrawn in the same manner as employer contributions.

P. 401(k) Profit Sharing

1. Elective Deferrals

- ______% of pay per pay period.
- Percentage elected by member.
  - ______% of pay minimum per pay period.
  - ______% of pay maximum per pay period.
  - deferral must be a whole percentage.

2. Matching Contributions

Matching percentage is

- A _____% of elective deferrals.
- B Percentage determined by employer.

_____% minimum _____% maximum

Matching elective deferral matched is

- C _____% of pay.
- D Percentage of pay determined by employer.

_____% minimum ____% maximum

Matching contributions are made

- E as elective deferrals are made.
- F at end of Plan Year. Allocation requirements in Section J apply.
- G as elective deferrals are made and again at end of Plan Year.
  - for members meeting the allocation requirements in Section J.

  Total matching contribution for the plan year:

  - ____ % of elective deferrals.
  - Percentage determined by employer.

  _____% minimum _______% maximum

  Maximum elective deferral matched:

  - _____% of pay.
  - Percentage determined by employer.

  _____% minimum _______% maximum

- H $ ____ maximum made for the year.
- I Vesting of matching contributions
  - 100%
    - Matching contributions are qualified matching and are included in the 401(k) nondiscrimination test.
    - Only nonhighly paid employees get qualified matching contributions.
  - Subject to the plan's vesting schedule.

3. Qualified Nonelective Contributions. (Used in 401(k) or 401(m) test. 100% vested. Subject to withdrawal limits of Code Section 401(k).)

- A Determined by employer. Allocated at end of plan year on ratio of member's pay to all members' pay.
- B _______ % of pay on last day of
  - pay period
  - plan year
- C $_______ on last day of
  - pay period
  - plan year

Allocations: Contributions on the last day of pay period are for active members on that day. Contributions on the last day of plan year are allocated to members meeting the requirements in Section J. Allocation modification:

- D Only nonhighly paid employees get qualified nonelective contributions.

4. Additional Contributions

Amount

- A _______ % of pay on last day of
  - pay period
  - plan year
- B $ _____on last day of
  - pay period
  - plan year
- C $______for each hour
  - performed
  - credited

Vesting of additional contributions

- D 100%
- E Subject to the plan's vesting schedule

  Allocations: Contributions on the last day of pay period are for active members on that day. Contributions on the last day of plan year are allocated to members meeting the requirements in Section J.

5. If **discretionary contributions** are made (at the end of the plan year), complete Discretionary Profit Sharing section below.

   Vesting of discretionary contributions.

   - 100%
   - Subject to the plan's vesting schedule

Q. Profit Sharing Thrift

1. Member contributions on which match is based. These are in addition to any voluntary contributions in Section H above.

   - A _____% of pay minimum (required)
   - B _____% of pay (optional)

2. Employer matches

_______ % of minimum (required) member contributions

and

_______ % of optional member contributions

3. If discretionary contributions are made (at the end of the fiscal year), complete Discretionary Profit Sharing section below.

R. Discretionary Profit Sharing

1. Employer contributions are determined by the employer and allocated to eligible members (Section J).

Allocation formula:

A Pay formula - ratio of member's pay to all members' pay

B Integrated formula - allocate in 2 steps.

STEP ONE: A percentage of pay up to the integration level plus a percentage (equal to 2 times the first percentage) of pay over the integration level. The first percentage is the maximum integration rate (see schedule below) unless a lesser percentage is chosen:

☐ _______% (see note below)

The integration level is the current taxable wage base unless otherwise noted below (integration level used affects maximum integration rate)

☐ The integration level is

$ _________.

______ % of the current taxable wage base.

If the employer contribution is not great enough to provide this total allocation, the percentage above is proportionately reduced.

STEP TWO: Any amount left after Step One is allocated based on ratio of member's pay to all members' pay.

NOTE: The Maximum Integration Rate shall be determined according to the following schedule:

Integration Level	Maximum Integration Rate
100% of Taxable Wage Base (TWB)	5.7%
Less than 100%, but more than 80% of TWB	5.4%
More than the greater of $10,000 or 20% of TWB, but not more than 80% of TWB	4.3%
Not more than the greater of $10,000 or 20% of TWB	5.7%

C Unit allocation - ratio of the given member's units to all members' units

☐ _______ (1 or 2) units for each year of service plus 1 unit for each $100 of annual pay.

Service is based on:

☐ Vesting Service (Section K)

☐ Accrual Service

☐ Elapsed time

☐ Hours (1,000 hours is one year). Before the service year in which plan started, service is counted in days using elapsed time. Service period is one-year period ending ___________ .

☐ Service exclusions

____

S. Contribution Date

1. First day (not recommended for use with "plan year" below due to safe harbor)
2. Last day

☐ plan year
☐ semi-yearly period
☐ plan year quarter
☐ month
☐ pay period

T. General Money Purchase

Employer contributions

1. ________% of pay
2. Integrated - an amount equal to

A ________ %

or

B the maximum integration rate (see schedule below)

of pay up to the integration level **plus** a percentage of pay over the integration level equal to the lesser of (i) 2 times the percentage picked above, or (ii) the sum of the maximum integration rate and the percentage above, unless a lesser percentage is specified below.

C ________ %

The integration level is the current taxable wage base unless otherwise noted below (see following NOTE):

D The integration level is

$ ________ .

_________ % of the current taxable wage base.

NOTE: The Maximum Integration Rate shall be determined according to the following schedule:

Integration Level	Maximum Integration Rate
100% of Taxable Wage Base (TWB)	5.7%
Less than 100%, but more than 80% of TWB	5.4%
More than the greater of $10,000 or 20% of TWB, but not more than 80% of TWB	4.3%
Not more than the greater of $10,000 or 20% of TWB	5.7%

PROCEDURAL REQUIREMENTS CHECKLIST

This checklist identifies certain basic data required by the IRS to process your application. The checklist identifies items that MUST be included with your application.

		Yes	No	N/A
a.	If required, have you attached Form 5302, Employee Census? (See Specific Instructions for line 3e).			
b.	Have you attached the appropriate user fee and Form 8717, User Fee for Employee Plan Determination Letter Request?			
c.	Have you attached a copy of the plan? (Initial applications, Restated plans, and Terminating plans).			
d.	If applicable, have you attached a copy of amendments?			
e.	Have you attached a copy of the plan's latest determination letter? (Previously approved plans only).			
f.	Have you submitted page one in duplicate (at least one must be an original)?			
g.	Have you signed both copies of page one of the application?			
h.	Has a statement been attached indicating that the copy of the plan is complete on all respects and that a determination is requested on the entire plan if applicable?			
i.	If appropriate, have you attached Form 2848, Power of Attorney and Declaration of Representative, or Form 2848-D, Tax Information Authorization and Declaration of Representative?			
j.	Have you entered the effective date of the plan on line 4d?			
k.	**Partial Terminations** - Have you attached the information required by General instructions B.II.d?			
l.	**Terminations** - Have you attached the information required by General Instructions B.II.g?			
m.	**Affiliated Service Groups, Controlled Groups or Entities Under Commerce Control** - Have you attached information disclosing the relationships of any affiliated groups, controlled groups or entities under common control?			
n.	**Multiple Employer Plans** - Has the information required by General Instruction B.II.g (Form 5300) been attached?			
o.	Have the appropriate certification and demonstrations under Revenue Procedure 91-66 been completed? (See attached).			

Revenue Procedure 91-66
Instructions for Filing

In order for a Determination Letter to be issued that considers all requirements of TRA '86, the following must be submitted along with the applicable application form, and user fee; (with a revision date of 2/90 or later).

(1) Appendix A which certifies that the requirements of §§3.02 and 3.03 are met by the employer. This should be signed by the employer. Use Appendix B as a checklist to determine if a plan is eligible to be submitted, but do not file Appendix B. Complete Appendix B before you complete Appendix A.

(2) Demonstration 1 that shows satisfaction with §401(a)(26). The only plans that automatically satisfy §401(a)(26) are:

-nonfrozen, nontopheavy plans that do not benefit any HCE or former employee.

-certain underfunded defined benefit plans in which benefit accruals have been frozen.

-a multi-employer union plan that satisfies certain requirements. (See Schedule A for the full list of exceptions to §401(a)(26).)

If a plan can't meet any of these three criteria, then Schedule A can't be used and Demonstration 1 must be submitted.

(3) Demonstration 3 should be filed if any plan bases benefits (defined benefit plans) or contributions (defined contribution plans) on compensation that excludes any item of compensation or if compensation used is accrued compensation (a rare case - no plan should use accrued compensation). If this does not need to be filed, question 4 on Appendix A should be answered "no".

(4) Demonstration 2 should be filed only if the plan is a defined benefit plan that gives former employees additional benefit accruals.

(5) Schedule B should be filed if the plan does not automatically pass §401(a)(26) and is required, or the employer chooses, to disaggregate the plan. In this event, Schedule B should be completed before Demonstration 1.

(6) Schedule C should be filed if the plan does not automatically satisfy §401(a)(26) and is a defined benefit plan that provides additional benefit accruals to former employees during the plan year. In this event, Schedule C should be completed before Demonstration 1.

APPENDIX A
CERTIFICATION AND DEMONSTRATIONS
UNDER REV. PROC. 91-66

Plan Name:____

Enter a checkmark on the appropriate line if this plan:

___ a. benefits collectively bargained employees only.
If so, do not complete the rest of this certification. See §6.03(1).

___ b. benefits both collectively bargained employees and noncollectively bargained employees.
If so, answer all the questions below but answer questions 3 through 8 only with respect to the noncollectively bargained part of the plan. See §6.03(2).

___ c. benefits the noncollectively bargained employees of more than one employer
If so, enter the number of employers here:_______ and complete only one certification for the "plan". However, you may need to provide separate demonstrations for each employer that has noncollectively bargained employees under the plan. See §6.03(3).

Enter an "X" in the appropriate column, and sign below:

1. Does the plan (and, if applicable, each employer maintaining the plan) meet the requirements of §§3.02 and 3.03 of Rev. Proc. 91-66? See §5.02 and the checklist in Appendix B attached to this revenue procedure. **(Note: This question should be answered affirmatively for an adoption of a pre-approved proposed regulation plan that would meet the requirements of §§3.02 and 3.03 when the references to the final regulations therein are replaced by references to the corresponding provisions of the proposed regulations. A "no" answer to this question means that the plan is ineligible to be submitted under Rev. Proc. 91-66).**
Yes_______ No________

2. Does this plan automatically satisfy the requirements of §401(a)(26)?
Yes_______ No________
If "no", attach a demonstration that the plan satisfies the requirements of §401(a)(26) in the format shown in Demonstration 1 of this Appendix A and labeled as "Demonstration 1." See §5.07(1). If "yes" attach Schedule A in lieu of Demonstration 1.

2a. Are you required or do you choose to disaggregate the plan for purposes of §401(a)(26) under the disaggregation rules of the proposed regulations?
Yes________ No________
If "yes", attach a separate Schedule B as part of Demonstration 1.

2b. Is this a defined benefit plan that is providing additional benefit accruals to former employees of any employer maintaining the plan (e.g., ad hoc cost of living increases)?
Yes________ No________
If "yes", attach Schedule C as part of Demonstration 1 and also attach a demonstration that the plan meets the ratio percentage minimum coverage test in the format shown in Demonstration 2 of this Appendix A and labeled as "Demonstration 2". See §5.07(l) and 5.07(2).

3. Is the plan a defined benefit plan that includes employee contributions not allocated to a separate account for plan years beginning after 1991?
Yes________ No________
If "yes", enter locations of provisions intended to satisfy §1.401(a)(4)-6(b)(3)(ii) of the proposed regulations (see §§3.03(2) and 5.03):__________________________

4. Does the plan either:

(a) include a definition of compensation for the purpose of computing benefits or allocations (other than elective, employee, or matching contributions) that **FAILS TO SATISFY** the requirements of both §1.414(s)-1(c)(2) and 1.414(s)-1(c)(3) of the regulations or that includes imputed compensation credited for periods of absence from service that fails to satisfy section 1.414(s)-1(e)(3); or

(b) incorporate an ADP or ACP test that uses a definition of compensation that fails to meet the requirements of both section 1.414(s)-1(c)(2) and 1.414(s)-1(c)(3)? **(Note: Answer "no" if the plan is an adoption of a pre-approved proposed regulation plan with a definition that satisfies the corresponding provisions of the proposed regulations.)**

Yes________ No________

If "yes", attach a demonstration, in the format shown in Demonstration 3 of this Appendix A and labeled as "Demonstration 3," that the definition satisfies §1.414(s)-1(d) of the regulations. See §5.07(3).

5. Does the plan provide for past service credit that fails to meet the requirements of the safe harbor described in §1.401(a)(4)-5(a)(5) of the regulations?

Yes________ No________

If "yes", attach a demonstration that such grant of past service does not have the effect of discriminating significantly in favor of highly compensated employees. (This demonstration must be labeled as "Demonstration 4".) See §5.07(4).

6. Is the employer requesting a determination that each optional form of benefit, right and feature under the plan that is not available to all participants on a uniform basis satisfies the current availability requirement of §1.401(a)(4)-4 of the regulations?

Yes________ No________

If "yes", attach a demonstration that the availability of each optional form of benefit, right or feature under the plan that is not uniformly available meets the requirements of §1.401(a)(4)-4(b) of the regulations, or that each such optional form of benefit, right or feature under the plan, other than ancillary benefits, meets the requirements of §1.401(a)(4)-4(d)(1) of the regulations. (This demonstration must be labeled as "Demonstration 5".) See §5.07(5).

7. Check the applicable section of the regulations intended to be satisfied by the design of the plan. In the case of an adoption of a pre-approved proposed regulation plan, check the section that corresponds to the design based safe harbor in the proposed regulations that the plan satisfies. If the plan includes contributions tested exclusively under §1.401(a)(4)-2(d) of the regulations, relating to §401(k) and 401(m) plans, as well as other contributions intended to satisfy a design based safe harbor, check each applicable section:

____1.401(a)(4)-2(b)(3) (defined contribution plan with uniform allocation formula)
____1.401(a)(4)-8(b)(3) (target benefit plan)
____1.401(a)(4)-2(d) (exclusive tests for §401(k) and 401(m) plans)
____1.401(a)(4)-3(b)(3) (unit credit defined benefit plan)
____1.401(a)(4)-3(b)(4) (unit credit fractional rule plan)
____1.401(a)(4)-3(b)(5) (flat benefit defined benefit plan)
____1.401(a)(4)-3(b)(7) (insurance contract plan)

8. List the location of plan provisions satisfying the safe harbor indicated in item 7:

____

9. If the plan received a favorable determination letter in the past, but a copy of the latest determination letter is not attached, explain the reason here:

____

________________ ________________________________

Date Signature Title

DEMONSTRATION 1 - §401(a)(26) WORKSHEET

Name of Plan:____

(Note: You may be required to file separate §401(a)(26) worksheets for different portions of the plan in accordance with the directions on Schedule B. If this worksheet relates only to a portion of the plan, identify the portion here (e.g., collectively bargained portion, name of collective bargaining unit, or name of employer): ____

(General Instructions: All applicants that request a determination letter under Rev. Proc. 91-66 are required to demonstrate that their plan satisfies the requirements of §401(a)(26), except those relating to prior benefit structures unless the plan benefits collectively bargained employees only. This worksheet should be used to fulfill this requirement.)

If you believe the plan automatically satisfies §401(a)(26) because it meets one of the exceptions in §1.401(a)(26)-1(b) of the regulations, **complete Schedule A in lieu of this worksheet.**

If the plan does not meet one of the exceptions, and you are required, or you choose, to disaggregate the plan under §1.401(a)(26)-2(d) of the proposed regulations, **complete Schedule B before completing this worksheet.**

If the plan does not meet one of the exceptions and the plan is a defined benefit plan that provides additional benefit accruals for former employees during the plan year, **you must complete this worksheet and attach Schedule C to the worksheet.)**

1. Is this a frozen plan within the meaning of §1.401(a)(26)-2(b) of the proposed regulations? Yes________ No________
(If "yes", do not complete the remainder of this worksheet.)

2. Enter the date for which data responding to the following questions is given (Note: **This date must be reasonably representative of the employer's workforce and plan coverage.**): ___ /___ /_____

3. Enter the total number of employees of the employer who were employed on the date shown on line 2, including self-employed individuals, common-law employees, and leased employees who are treated as employees (See §1.410(b)-9 of the regulations): _______

3a. Does line 3 include any leased employees treated as employees: Yes___ No___

4. Enter the number of employees identified on line 3 (other than those employees in a category excludable with respect to the plan or portion of the plan being tested) who, on the date shown on line 2 were participants and who were benefitting for the plan year, within the meaning of §1.401(a)(26)-5 of the regulations, under the plan or separate portion of the plan being tested, if applicable. (See line 6 below regarding categories of employees who may be excludable.): _________

5. Is line 4 greater than or equal to the lesser of 50 or 40% of line 3?
Yes________ No________
(If "yes", do not complete the remainder of this worksheet.)

6. Enter the number of employees identified on line 3 who, on the basis of plan provisions and relevant facts as of the last day of the plan year, are excludable employees in each of the following categories:

a. Noncovered employees excludable on account of minimum age and service under §1.401(a)(26)-6(b)(1)(i) of the regulations: ________

b. Covered employees otherwise excludable under §1.401(a)(26)-6(b)(ii) (This exclusion applies in testing the part of the plan benefiting those employees who are otherwise excludable): ________

c. Covered employees who are not otherwise excludable under §1.401(a)(26)-6(b)(1)(ii). (This exclusion applies in testing the part of the plan benefiting those employees who are otherwise excludable.): ________

d. Employees covered pursuant to a collective bargaining agreement (CBA) and excludable under §1.401(a)(26)-6(b)(4):________

e. Employees not covered pursuant to a CBA and excludable under §1.401(a)(26)-6(b)(5):________

f. Terminating employees excludable under §1.401(a)(26)-6(b)(7):_____

g. Other (identify): ________

h. Total of a. through g. (do not count any employee more than once):_____

7. Subtract line 6.h. from line 3:________

8. Multiply line 7 by 40%:________

9. Enter the lesser of 50 or the number shown on line 8:________

10. Is line 4 equal to or greater than line 9? Yes________ No________
(If "no," the plan does not satisfy §401(a)(26).)

SCHEDULE A - EXCEPTIONS

Name of Plan:____

1. Does the plan meet all of the following requirements for the plan year:

a. the plan is not a frozen plan, Yes_____ No_____

b. the plan is not top-heavy under §416, Yes_____ No_____

c. the plan benefits no highly compensated employee or former employee, and Yes______ No______

d. the plan is not aggregated with any other plan to enable the other plan to satisfy §§401(a)(4) or 410(b) (other than the average benefit percentage test of §410(b)(2)(A)(ii)? Yes______ No______

2. Is the plan a defined benefit plan that satisfies all of the following conditions for the plan year:

a. a timely filed actuarial report evidences that the plan does not have sufficient assets to satisfy all liabilities; Yes______ No______

b. no employees accrue additional benefits under the plan for the plan year, other than minimum benefits for non-key employees required by §416; and, if applicable, Yes______ No______

c. if the determination letter is filed in the 1992 or later plan year, the plan is either subject to Title IV of ERISA or is not top-heavy for such year? Yes____ No___

3. Is this a multiemployer plan that meets any of the following conditions:

a. the plan benefits only employees included in a unit covered by a collective bargaining agreement within the meaning of §1.401(a)(26)-8 of the regulations, or Yes______ No______

b. the plan benefits 50 or more employees? (Note: that an employee is not to be considered included in a unit of employees covered by a collective bargaining agreement for a year if for that year more than 2% of the employees covered pursuant to the agreement are professionals.) Yes______ No______

4. Explain any other basis on which you believe the plan automatically satisfies §401(a)(26):

____

____

SCHEDULE B - DISAGGREGATION

Name of Plan:____

Enter an "X" in the appropriate column.

1. Is this a multiemployer plan? Yes________ No________

2. If you answered "yes" to the preceding question, do you treat the portion of the plan that benefits only employees included in a unit covered by a collective bargaining agreement (CBA) as a separate plan that satisfies §401(a)(26) for the plan year?
Yes________ No________
(Note that an employee is not to be considered included in a unit of employees covered by a collective bargaining agreement for a year if for that year more than 2% of the employees covered pursuant to the agreement are professionals.)
(If "yes," skip to question 5 and answer the remainder of the questions on this schedule solely with respect to that portion of the plan that covers employees not included in a unit covered by a CBA.)

3. Does this plan benefit both employees included in a unit covered by a CBA and other employees? Yes________ No________

4. If you answered "yes" to the preceding question, do you:

   a. treat the portion of the plan that benefits employees included in a unit covered by a CBA as separate from the portion covering employees not included in a unit covered by a CBA for purposes of §401(a)(26)? Yes____ No____

   b. treat the portion of a plan that benefits employees included in a unit covered by one CBA as a plan that is separate from the portion benefiting employees included in a unit covered by another CBA for purposes of §401(a)(26)?
   Yes_______ No_______

(If you answered "yes" to either question 4.a. or question 4.b., you must provide separate §401(a)(26) worksheets for each separate portion of the plan.)

5. Does this plan benefit employees who have failed to satisfy the highest minimum age and/or service conditions permissible under §410(a)(1)? Yes____ No___

6. If you answered "yes" to the preceding question, do you treat that portion of the plan that benefits employees described in question 5 as separate for purposes of §401(a)(26)? Yes________ No________
(If "yes," provide separate §401(a)(26) worksheets for the portion of the plan benefiting employees described in question 5 and the other portion(s) of the plan.)

7. Is this a multiple employer plan or is this a multiemployer plan that benefits employees of more than one employer who are not included in a unit covered by a CBA?
Yes________ No________
(If "yes," each employer must submit a §401(a)(26) worksheet for its own employees not included in a unit covered by a CBA.)

SCHEDULE C - FORMER EMPLOYEES

(Note: If you are required to file separate §401(a)(26) worksheets for different portions of the plan in accordance with the directions on Schedule B, and the plan provides additional benefit accruals in the plan year for former employees, then you must also file separate Schedule Cs for those portions of the plan. If this worksheet relates only to a portion of the plan, identify the portion here (e.g., collectively bargained portion, name of collective bargaining unit, or name of employer):______________________

Enter an "X" in the appropriate column:

1. Is this a defined benefit plan that benefits former employees (that is, is it providing additional benefit accruals for former employees during the plan year)?
Yes________ No________
(If "no," do not complete the rest of this schedule.)

2. Does the plan benefit at least five former employees and satisfy one of the following conditions:

a. more than 95% of all former employees with vested benefits under the plan benefit for the plan year, or

b. at least 60% of the former employees who benefit under the plan are not highly compensated former employees? Yes________ No________
(If "yes," do not complete the rest of this schedule.)

3. Enter the total number of former employees (within the meaning of §1.410(b)-9 of the regulations) of the employer as of the date on line 2 of Demonstration 1:______

4. Enter the number of former employees included on line 3 who are excludable under §1.401(a)(26)-6(c) of the regulations: ________________

5. Subtract line 4 from line 3:________________

6. Multiply line 5 by 40%:________________

7. Enter the lesser of 50 or the number of line 6: ____________

8. Enter the number of former employees included on line 5 benefiting (within the meaning of §1.410(b)-3(b) of the regulations) under the plan or separate portion of the plan being tested, if applicable: ____________

9. Is line 8 equal to or greater than line 7? Yes______ No______
(If "no," the plan does not satisfy §401(a)(26).)

DEMONSTRATION 2 - COVERAGE OF FORMER EMPLOYEES

Name of Plan (and Employer, if not a Single Employer Plan) ___________________

____

(This worksheet should be filed with an application submitted under Rev. Proc. 91-66, if the application relates to a defined benefit plan that is providing additional benefit accruals during the plan year (e.g., ad hoc cost-of-living increases) for former employees. If 6.03(2) or (3) of Rev. Proc. 91-66 applies and you are required to submit separate demonstrations for employers maintaining the plan, enter the name of the employer to whom this demonstration relates as well as the name of the plan.

____

Enter an "X" in the appropriate column.

1. Is this a defined benefit plan that benefits former employees (as defined in §1.410(b)-9 of the regulations), other than former employees who were collectively bargained employees within the meaning of §1.410(b)-6(d)(2) of the regulations (that is, is it providing additional benefit accruals for such former employees during the plan year)? Yes________ No________
(If "no," do not complete the rest of this worksheet.)

2. Is the plan maintained by an employer that, at all times during the plan year, either benefits no highly compensated former employees or has no nonhighly compensated former employees? Yes________ No________
(If "yes," do not complete the rest of this worksheet.)

3. Does the plan benefit at least five former employees and satisfy one of the following tests:
a. at least 60% of the former employees who benefit under the plan are not highly compensated former employees, or
b. more than 95% of all former employees with vested accrued benefits under the plan benefit under the plan for the plan year? Yes________ No________
(If "yes," do not complete the rest of this worksheet.)

Enter the total number of former employees of the employer:______________

4. In testing the plan's coverage of former employees, does the employer elect to exclude former employees who became former employees (a) prior to 1/1/84 or prior to the tenth calendar year before the calendar year in which the plan year being tested begins, and (b) in a calendar year that precedes the earliest calendar year in which any former employee who benefits under the plan in the current year became a former employee? Yes________ No________

5. Identify (by entering the appropriate corresponding letter) the testing option that is being used to demonstrate that the plan satisfies the coverage requirements:
a. the daily or quarterly testing option, or
b. the annual testing option ____________

6. Enter the date for which data responding to the following questions is given (Note: If you answered "b" on line 5, this must be the last day of the plan year.): ________

7. If you answered "a" on line 5, enter the total number of former employees of the employer who were former employees as of the date shown in line 6 (after the exclusion on line 4, if applicable). If you answered "b" on line 5, enter the number of former employees who were former employees on any day during the plan year (after the exclusion on line 4, if applicable): __________

8. Does the employer elect to treat as excludable former employees who were (or would have been had regulations been in effect) excludable employees under §1.410(b)-6(b) through (g) in the plan year in which they became former employees?
Yes________ No________

9. If you answered "yes" on line 8, enter the number of excludable former employees. Otherwise, enter zero. __________

10. Subtract line 9 from line 7: (If zero, do not complete the rest of this worksheet.)

____

11. Enter the percentage of nonexcludable nonhighly compensated former employees included in line 10 who are benefiting under the plan: __________
(If equal to or greater than 70%, do not complete the rest of this worksheet.)

12. Divide the percentage on line 11 by the percentage of nonexcludable highly compensated former employees included in line 10 who are benefiting under the plan:

____

(If the percentage on line 12 is less than 70%, this plan is not eligible to be submitted under Rev. Proc. 91-66.)

DEMONSTRATION 3 - NONDISCRIMINATORY COMPENSATION WORKSHEET

Name of Plan (and Employer, if not a Single Employer plan:____________________

____

(This worksheet should be completed in either of the following circumstances:

(a) if the plan bases contributions or benefits (other than elective or employee or matching contributions) on compensation and the plan's definition of compensation fails to meet the requirements of both §1.414(s)-1(c)(2) and 1.414(s)-1(c)(3) of the regulations or includes imputed compensation credited for periods of absence from service that fails to satisfy §1.414(s)-1(e)(3), or

(b) in the case of a §401(k) or 401(m) plan, if the definition of compensation in the plan's actual deferral percentage or actual contribution percentage test fails to meet the requirements of both §1.414(s)-1(c)(2) and 1.414(s)-1(c)(3).

If both (a) and (b) are applicable, you must submit separate worksheets for each definition, unless the definitions are the same and the employees taken into account in line 4 of the worksheet are the same in testing each definition. If §6.03(2) or (3) of Rev. Proc. 91-66 applies and you are required to submit separate demonstrations for employers maintaining the plan, enter the name of the employer to whom this demonstration relates as well as the name of the plan.

Using this worksheet, an employer may determine the average percentage of total compensation included under the plan's definition of compensation for the group of highly compensated employees and for the group of nonhighly compensated employees under two methods.

The first method calculates individual percentages for each employee in the group and then averages the percentages (the "individual method"). The second method calculates an aggregate inclusion percentage for each group by dividing the aggregate plan compensation of all the employees in the group by the aggregate total compensation of these employees (the "aggregate method").

An employer may choose to use the same or different methods for the two groups. If the employer chooses to use the aggregate method for either or both groups, the employer must also show that the use of this method cannot reasonably be expected to create a significant variance from the result that would be obtained using the individual method as the result of the extra weight given employees with higher compensation in the relevant group. For example, it may be demonstrated that the results produced by using the individual method would not differ significantly from the results produced by using the aggregate method. As another example, it may be demonstrated that there is sufficient dispersion of employees among various compensation levels within the relevant group to preclude a reasonable expectation of significant variance.)

1. Does this plan benefit only highly compensated employees or only nonhighly compensated employees? Yes_____ No_____
(If you answered "yes," do not complete the rest of this worksheet.)

2. This demonstration relates to compensation that is (check only one):
   a. used to determine contributions or benefits under the plan, __________
   b. used in the plan's ADP or ACP test, or __________
   c. used both to determine contributions or benefits and in the plan's ADP or ACP test __________

3. Cite the section of the plan that gives the definition of compensation on which benefits or contributions are based (or that is used in the plan's ADP and/or ACP test, if applicable).______________________________

3a. Is the definition cited on line 3 a rate of pay definition? Yes_____ No______

4. Enter the period for which the compensation data in this worksheet is given (i.e., the plan year for which coverage data is shown on the application or a 12 consecutive month period specified in the definition cited on line 3 that ends in such plan year).______________________________

5. Identify (by entering the appropriate corresponding letter) the employees for whom data is given on this worksheet:

a. employees benefiting under the plan (other than self-employed individuals),

b. employees treated as benefiting under the §401(k) or 401(m) plan (other than self-employed individuals), or

c. all employees (other than self-employed individuals) benefiting under all the plans of the employer for which the same alternative definition of compensation is used to determine that the plan satisfies §401(a)(4).______________________________

6. Identify (by entering the appropriate corresponding letter) the method used to calculate compensation inclusion percentages for the group of highly compensated employees:

a. the aggregate method under which the aggregate plan compensation of all employees in the group is divided by the same employees' aggregate total compensation, or

b. the individual method under which individual compensation inclusion percentages are calculated for each employee in the group and then averaged.

____

(If you answered "a," proceed to line 7; if you answered "b," skip to line 13.)

7. How many highly compensated employees are in the group identified on line 5?

____

8. Using the plan definition of compensation cited in line 3, what is the compensation for the period shown in line 4 for all the highly compensated employees included in line 7. For this purpose, disregard the plan compensation of any highly compensated employee that exceeds (a) the employees total compensation as defined in lines 9 through 11 (if the plan imputes compensation), or (b) the limit in §401(a)(17).

$ ______________________

9. What is the total §415(c)(3) compensation for the period shown in line 4 for the highly compensated employees identified in line 7? **(See note on line 18.)**

$______________________

10. (OPTIONAL) What is the total of the following for all highly compensated employees identified in line 7: all elective contributions and deferred compensation under Code §§125, 402(a)(8), 402(h) or 403(b); all compensation deferred under a plan described in §457(b); and employer pick up contributions described in §414(h)(2)? $______________

11. What is the total compensation of all highly compensated employees identified in line 7? Add lines 9 and 10, but disregard any highly compensated employee's compensation over the limit in §401(a)(17). $______________

12. Highly compensated employees inclusion percentage. Divide the figure on line 8 by the figure on line 11. ______________%
(If you answered "a" on line 6 and entered data on lines 7 through 12, skip to line 15.)

13. In calculating individual employees' compensation inclusion percentages, do you choose to include in total compensation for each employee the elective contributions and deferred compensation described in line 10? Yes________ No________

14. Highly compensated employees inclusion percentage. Enter the average of the separately calculated compensation inclusion percentages for the highly compensated employees included in the group identified on line 5. (To calculate an employee's individual inclusion percentage, divide the employee's plan compensation for the period in line 4 by the employee's total §415(c)(3) compensation (plus the employee's elective contributions and deferred compensation described in line 10 if you answered "yes" on line 13), in each case disregarding compensation over the §401(a)(17) limit). ______________%

15. Identify (by entering the appropriate corresponding letter) the method used to calculate the compensation inclusion percentages for the group of nonhighly compensated employees:

a. the aggregate method
b. the individual method ______________

(If you answered "a", continue with line 16; if you answered "b", skip to line 22.)

16. How may nonhighly compensated employees are in the group identified on line 5?______________

17. Using the plan definition of compensation cited in line 3, what is the compensation for the period shown in line 4 for all the nonhighly compensated employees included in line 16? For this purpose, disregard the plan compensation of any nonhighly compensated employee that exceeds the employee's total compensation as defined in line 18 through 20 (if the plan imputes compensation). $__________

18. What is the total §415(c)(3) compensation for the period shown on line 4 for the nonhighly compensated employees identified on line 16? **(Note: For purposes of responding to this question and question 9, you must use the identical definition of §415(c)(3) compensation permissible under regulations §1.415-2(d).) $__________**

19. If there is no entry on line 10 (or, if applicable, if you answered "no" to question 13), skip to question 20. Otherwise enter the total of the following for all the nonhighly compensated employees identified in line 16; all elective contributions and deferred compensation under Code §§125, 402(a)(8), 402(h) or 403(b); all compensation deferred under a plan described in §457(b); and employer pick up contributions described in §414(h)(2). $______________

20. What is the total compensation of all nonhighly compensated employees identified in line 16? Add lines 18 and 1. $______________

21. Nonhighly compensated employees inclusion percentage. Divide the figure on line 17 by the figure on line 20.______________%
(If you answered "a" on line 15 and entered data on lines 16 through 21, skip to line 23.)

22. Nonhighly compensated employees inclusion percentage. Enter the average of the separately calculated compensation inclusion percentages for the nonhighly compensated employees included in the group identified on line 5. (The calculation of nonhighly compensated employees' individual inclusion percentages is identical to the calculation for highly compensated employees described in line 14. You must use as total compensation the identical definition of §415(c)(3) compensation permissible under regulations §1.415-2(d) used for line 14 (plus the employee's elective contributions and deferred compensation described in line 10 if you answered "yes" on line 13).) ______________%

23. If the percentage on line 12, (or, if applicable, line 14) is more than the percentage on line 21 (or, if applicable, line 22), enter the difference and provide any facts you consider relevant to whether the difference is de minimis or should be disregarded in accordance with §1.414(s)-1(d)(3)(v) of the regulations. Otherwise, enter zero. ______________%

____

____

24. If you answered "a" on line 6 and/or line 15, provide a demonstration (such as separate breakdowns, by highly compensated and nonhighly compensated group, of the numbers of employees at various compensation levels) to show that the use of the aggregate method could not reasonably be expected to create a significant variance from the result that would be obtained by using the individual method as a result of the extra weight given employees with higher compensation in the relevant group.

____

____

____

____

DO NOT SUBMIT
APPENDIX B - CHECKLIST

(The applicant or representative may wish to use the following checklist to determine that the certification required by §5.02 of this revenue procedure can be made. The checklist should not, however, be submitted with the application and certification. A "NO" answer to any of the questions on this checklist means the plan is not eligible to be submitted under this revenue procedure.)

1. Is the plan a defined benefit plan or a defined contribution plan (other than a stock bonus or employee stock ownership plan)? Yes_______ No_______

2. Does that portion of the plan, if any, that is not subject to the exclusive tests for §§401(k)and 401(m) plans under §1.401(a)(4)-2(d) of the regulations satisfy one of the following safe harbors described in the regulations:
____1.401(a)(4)-2(b)(3) (defined contribution plan with uniform allocation formula)
____1.401(a)(4)-8(b)(3) (target benefit plan)
____1.401(a)(4)-3(b)(3) (unit credit defined benefit plan)
____1.401(a)(4)-3(b)(5) (flat benefit defined benefit plan)
____1.401(a)(4)-3(B)(7) (insurance contract plan)
____1.401(a)(4)-3(b)(4) (unit credit fractional rule plan) Yes_____ No_____

3. Does the plan satisfy the minimum coverage requirements of §410(b) of the Code without regard to the average benefit test? Yes_____ No_______

4. Is the determination of whether the minimum coverage requirements are met by the employer's plans made without applying the separate line of business exception of §410(b)(5) and 414(r)? Yes_______ No_______

5. Does any disparity in contributions or benefits under the plan that favors highly compensated employees automatically satisfy, by plan design, the permitted disparity requirements of §401(l), and the regulations thereunder without regard to §1.401(a)(4)-7 of the regulations? (If there is no disparity in favor of highly compensated employees, check "N/A".)
Yes_______ No_______ N/A________

6. Are the minimum coverage requirements of §410(b) and the nondiscrimination requirements of §401(a)(4) met by the plan without reference to any other plan and without resort to restructuring or imputing permitted disparity?
Yes________ No_______

7. Is the plan a single plan within the meaning of §414(l)?
Yes________ No_______

8. Are all benefits, rights and features provided under the plan with respect to benefits accrued on or after the first day of the first plan year beginning in 1992 uniformly available on the same terms and conditions to all participants under the plan, (except for optional forms of benefits, rights or features under the plan, other than ancillary benefits, that meet the requirements of §1.401(a)(4)-4(d)(1) of the regulations)?
Yes________ No_______

9. If this is a defined benefit plan that provides for employee contributions not allocated to a separate account, does the plan satisfy the minimum benefit method of §1.401(a)(4)-6(b)(3) of the regulations for purposes of determining the employee derived benefits? (If not applicable, check "N/A".)
Yes________ No________ N/A________

10. If contributions or benefits are based on compensation, is the plan's definition of compensation for this purpose nondiscriminatory within the meaning of §1.414(s)-1 of the regulations? (If not applicable, check "N/A".)
Yes________ No________ N/A________

APPENDIX A
DESIGNATION OF PLANS SUBMITTED UNDER REV. PROC. 92-60

Plan Name: ____

____

1. Enter a checkmark on the appropriate line (Check one, and only one, line):

   a. This is a governmental plan and the plan sponsor is requesting a determination under section 4 of Rev. Proc. 92-60 that takes into account the requirements of TRA, other than the requirements of sections 401(a)(4), 401(a)(17), 401(a)(26), 401(l), 410(c)(2), 414(r), and 414(s) of the Code. (If you check this line, do not complete the rest of this designation). ________

   b. This plan is a nongovernmental plan and the plan sponsor is requesting a determination under section 3 of Rev. Proc. 92-60 that takes into account the requirements of TRA, other than the requirements of sections 401(a)(4), 401(a)(17), 401(l), 410(b), 414(r), and 414(s) of the Code. ________

   c. The plan sponsor is requesting a determination under section 5 of Rev. Proc. 92-60 for a plan that benefits no highly compensated employees. ________

(If you checked this line, answer the following questions as to whether the plan benefits any highly compensated employees. If, on the basis of any alternatives not reflected in the following questions, you believe the plan nevertheless meets the condition in c., above, that it not benefit any highly compensated employees, please attach a separate demonstration of how the plan meets this condition. In this case, you need not respond to the following questions regarding highly compensated employees.)

For the purpose of these questions, use a determination year that is either the plan year in which the application is filed or the immediately preceding plan year. The determination of whether the plan benefits highly compensated employees generally requires separate look-back year and determination year calculations for the applicable determination year. The look-back year is generally the 12-month period immediately preceding the determination year. However, in accordance with A-14 of section 1.414(q)-1T of the regulations, the employer may elect to make the look-back year calculation for a determination year on the basis of the calendar year ending with or within the determination year. In this case, the determination year calculation for the determination year is made on the basis of the period (if any) by which the determination year extends beyond the plan year. If this election has been made, and the determination year is the calendar year, only the look-back year calculation is required.

Check here if, in accordance with the plan, the employer is electing to make the look-back year calculation for the determination year on the basis of the calendar year ending with or within the determination year: ____

The responses to the following questions are given to determine whether the plan benefits any highly compensated employees for the determination year ending on ____ (MMDDYY) and are based on the look-back year calculation for the 12-month look-back year ending on _____ (MMDDYY) and, if applicable, the determination year calculation for the period beginning on _____ (MMDDYY) and ending on _____ (MMDDYY).

Does the plan benefit any employee who performed services for the employer during the determination year who (check the appropriate response):

(i) Was a 5-percent owner during the look-back year? **Yes** ___ **No** ___

(ii) Received compensation above $75,000 (indexed at the same time and in the same manner as the section 415(b)(1)(A) dollar limitation) during the look-back year? **Yes** ___ **No** ___

(iii) Received compensation above $50,000 (indexed at the same time and in the same manner as the section 415(b)(1)(A) dollar limitation) during the look-back year and was a member of the top-paid group for the look-back year (see A-9 of section 1.414(q)-1T of the regulations)? **Yes** ___ **No** ___

(iv) Was an "includible officer" during the look-back year (see section 414(q)(1)(D) and 414(q)(8), as amended by TAMRA, Pub.L 100-647, and A-10 of section 1.414(q)-1T of the regulations)? **Yes** ___ **No** ___

(v) Was a 5-percent owner during the determination year? **Yes** ___ **No** ___

Answer "No" to question (v) if you have elected to make the look-back year calculation on the basis of the calendar year ending with or within the determination year and the determination year is the calendar year.

(vi) Is both (A) described in (ii), (iii), or (iv), above, when "determination year" is substituted for "look-back year" therein, and (B) one of the 100 most highly compensated employees during the determination year? **Yes** ___ **No** ___

Answer "No" to question (vi) if you have elected to make the look-back year calculation on the basis of the calendar year ending with or within the determination year and the determination year is the calendar year. (In the case where the determination year calculation is being made on the basis of the lag period by which the determination year extends beyond the calendar year, see A-14(b)(2) of section 1.414(q)-1T of the regulations.)

Note: Any "yes" response to (i) through (vi) above generally means the plan is ineligible for submission under the procedures in section 5 of Rev. Proc. 92-60.)

2. Does this plan automatically satisfy the requirements of section 401(a)(26)? **Yes** ___ **No** ___

If "no", attach a demonstration that the plan satisfies the requirements of section 401(a)(26) in the format shown in Demonstration 1 of Appendix A of Rev. Proc. 91-66, labeled as "Demonstration 1". If "yes", attach Schedule A from Appendix A of Rev. Proc. 91-66 in lieu of Demonstration 1.

2a. Are you required or do you choose to disaggregate the plan for purposes of section 401(a)(26) under the disaggregation rules of the regulations? **Yes** ___ **No** ___

If "yes", attach a separate Schedule B from Appendix B of this revenue procedure as part of Demonstration 1.

SCHEDULE B - DISAGGREGATION

Name of Plan: ______________________________

Enter an "X" in the appropriate column.

1. Is this a multiemployer plan? **Yes** ___ **No** ___

2. If you answered "yes" to the preceding question, do you treat the portion of the plan that benefits only employees included in a unit covered by a collective bargaining agreement (CBA) as a separate plan that satisfies section 401(a)(26) for the plan year? **Yes** ___ **No** ___
(Note that an employee is not to be considered included in a unit of employees covered by a collective bargaining agreement for a year if for that year more than 2% of the employees covered pursuant to the agreement are professionals.)
(If "yes," skip to question 5 and answer the remainder of the questions on this schedule solely with respect to that portion of the plan that covers employees not included in a unit covered by a CBA.)

3. Does this plan benefit both employees included in a unit covered by a CBA and other employees? **Yes** ___ **No** ___

4. If you answered "yes" to the preceding question, do you:

   a. treat the portion of the plan that benefits employees included in a unit covered by a CBA as separate from the portion covering employees not included in a unit covered by a CBA for purposes of section 401(a)(26)? **Yes** ___ **No** ___

   b. treat the portion of a plan that benefits employees included in a unit covered by one CBA as a plan that is separate from the portion benefiting employees included in a unit covered by another CBA for purposes of section 401(a)(26)? **Yes** ___ **No** ___
   (If you answered "yes" to either question 4.a. or question 4.b., you must provide separate section 401(a)(26) worksheets for each separate portion of the plan.)

5. Does this plan benefit employees who have failed to satisfy the highest minimum age and/or service conditions permissible under section 410(a)(1)? **Yes** ___ **No** ___

6. If you answered yes to the preceding question, do you treat that portion of the plan that benefits employees described in question 5 as separate for purposes of section 401(a)(26)? **Yes** ___ **No** ___
(If "yes," provide separate section 401(a)(26) worksheets for the portion of the plan benefiting employees described in question 5 and the other portion(s) of the plan.)

7. Does this plan include a portion that is an ESOP as well as a portion that is not an ESOP? **Yes** ___ **No** ___
(If "yes", provide separate section 401(a)(26) worksheets for the portion of the plan that is an ESOP and the other portion of the plan.)

8. Is this a multiple employer plan or is this a multiemployer plan that benefits employees of more than one employer who are not included in a unit covered by a CBA? **Yes** ___ **No** ___
(If "yes," each employer must submit a section 401(a)(26) worksheet for its own employees not included in a unit covered by a CBA.)

PERSONAL AND CONFIDENTIAL
*

Date ____________

RE: *
*

Dear *:
Enclosed is the "Notice to Interested Parties" for the above plan which should be distributed to each interested party before *.

A copy of the attached notice must be given to each "interested party" in order to comply with government regulations. This Notice is to tell employees that the plan has been amended, and will not be filed with the IRS, because such filing is not needed. Please note:

> An interested party is an employee who is a member of the class of employees eligible to participate in the plan.
>
> The notice must be given in person or posted in a conspicuous place.

The enclosed copy of Sections 18 of Revenue Procedure 92-6 outlines in detail the procedures to be followed. After you distribute the attached notices, this copy of the Revenue Procedure should become a permanent part of the documents covering your plan. Should any interested party desire to comment relative to the filing of the plan, he may refer to the enclosed section of this Revenue Procedure.

Enclosed is a copy of this letter. Please verify that this notice has been given to all interested parties by returning this copy to my attention, with your initials in the space provided on the bottom of this letter.

Should you have any questions, please feel free to call.

Very truly yours,

Signature

Representative Number

Enclosures

Notice to Interested Parties was given
pursuant to the above Revenue Procedure.

____

NOTICE TO INTERESTED PARTIES

1. Notice To: All present employees with accrued benefits, all former employees with vested benefits, and all beneficiaries of deceased former employees currently receiving benefits.
2. *(name of adopter) has *adopted/amended the employee pension benefit plan described below on *.
3. Plan Name: *
4. Plan I.D. Number: *
5. Opinion Letter Number: *
6. Name and Address of Sponsor: *
   *
   *
   *
7. Employer's EIN: *
8. Name and address of plan administrator: *
9. Address of Key district Director having jurisdiction of plan: *

Because this plan is an adoption of a plan that has received an Opinion Letter regarding the qualified status of the plan, it is not contemplated that the plan will be submitted to the Internal Revenue Service for an advance determination as to whether it meets the qualification requirements of sections 401 of the Internal Revenue Code with respect to its *initial qualification/amendment.

The employees eligible to participate under the plan are: *(describe class of employees)

The Internal Revenue Service *has/has not previously issued a determination letter with respect to the qualification of this plan.

RIGHTS OF INTERESTED PARTIES

You have the right to submit to the Key District Director, at the above address, either individually or jointly with other parties, your comments as to whether this plan meets the qualification requirements of the Internal Revenue Code. You may instead, individually or jointly with other interested parties, request the Department of Labor to submit, on your behalf, comments to the Key District Director regarding qualification of the plan. If the Department declines to comment on all of the matters you raise, you may, individually, or jointly, submit your comments on these matters directly to the Key District Director.

REQUESTS FOR COMMENTS BY THE DEPARTMENT OF LABOR

The Department of Labor may not comment on behalf of interested parties unless requested to do so by the lesser of 10 employees or 10% of the employees who qualify as interested parties. The number of persons needed for the Department to comment with respect to this plan is *.

If you request the Department to comment, your request must be in writing and must specify the matters upon which comments are requested, and must also include:

(1) the information contained in items 2 through 9 of this Notice; and

(2) the number of persons needed for the Department to comment.

A request to the Department to comment should be addressed as follows:

Deputy Assistant Secretary
Pension and Welfare Benefits Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
ATTN: 3001 Comment Request

COMMENTS TO THE INTERNAL REVENUE SERVICE

Comments submitted by you to the Key District Director must be in writing and received by him by 45 days. However, if there are matters that you request the Department of Labor to comment upon on your behalf, and the Department declines, you may submit comments on these matters to the Key District Director to be received by him within 15 days from the time the Department notifies you that it will not comment on a particular matter, or by 45 days, whichever is later, but not after 60. A request to the Department to comment on your behalf must be received by it by 15 if you wish to preserve your right to comment on a matter upon which the Department declines to comment, or by 25 if you wish to waive that right.

ADDITIONAL INFORMATION

Detailed instructions regarding the requirements for notification of interested parties may be found in section 18 of the Revenue Procedure 92-6. Additional information concerning this *adoption/amendment (including, where applicable, a description of the provisions providing for nonforfeitable benefits; a description of the circumstances which may result in negligibility or loss of benefits; a description of the source of financing of the plan; and copies of section 16 of Revenue Procedure 92-6) is available at * during the hours of 9:00 a.m. to 5:00 p.m. for inspection and copying. (There is a nominal charge for copying and/or mailing.)

PLAN LOANS TO PARTICIPANTS

Plan loans cannot exceed the greater of:

-- $10,000, or

-- 50% of the present value of the employee's vested account balance.

In no event may the cumulative balance of the loan(s) to one participant exceed $50,000, reduced by the amount by which the highest outstanding loan balance during the immediately preceding 12-month period exceeds the cumulative outstanding loan balance on the date of the loan. The reduction of the $50,000 limit does not apply to loans made prior to January 1, 1987.

Repayment terms for loans made after January 1, 1987:

The loan must provide for at least quarterly payments of principal and interest. The term cannot exceed 5 years, unless the loan qualifies as a "home loan." A "home" loan is a loan used to acquire any dwelling unit which within a reasonable time the participant will use as a principal residence. The term of a home loan cannot exceed 15 years.

Security:

The loan should be secured with an irrevocable pledge and assignment of the nonforfeitable (vested) amount of the borrowing participant's accrued benefit under the plan or other security (principal residence).

If the loan exceeds $3,500 a spousal consent must be obtained.

Deduction of interest payments:

Interest paid on loans is consumer interest, subject to the phaseout rules. For loans made to key employees after December 31, 1986, TRA denies a deduction for any interest paid.

PARTICIPANT LOAN PROGRAM

Your employer's retirement plan permits loans to be made to participants. However, before any loan is made, the plan requires that a written loan program be established which sets forth the rules and guidelines for making participant loans. This document shall serve as the required written loan program. In addition, the Administrator may use this document to serve as, or supplement, any required notice of the loan program to participants. All references to participants in this loan program shall be interpreted to mean participants and their beneficiaries who are "parties in interest" as defined in ERISA Section 3(14).

1. The administrator of the plan is authorized to administer the participant loan program. All applications for loans shall be made by a participant to the administrator on forms which the administrator will make available for such purpose.

2. All loan applications shall be considered by the administrator within a reasonable time after the participant makes formal application. The participant shall also be required to provide such supporting information deemed necessary by the administrator. This may include a financial statement, tax returns, and such other financial information which the administrator may consider necessary and appropriate to determine whether a loan should be granted. Furthermore, the participant shall authorize the administrator to obtain a credit report on the participant.

3. The administrator shall determine whether a participant qualifies for a loan, applying such criteria as a commercial lender of funds would apply in like circumstances with respect to the participant. Such criteria shall include, but need not be limited to, the creditworthiness of the participant and his general ability to repay the loan, the period of time such participant has been employed by the employer, whether adequate security has been provided for the loan, and whether the participant agrees, as a condition for receiving the loan, to make repayments through direct, after-tax payroll deduction by the employer.

4. Any loan granted or renewed under this program shall bear a reasonable rate of interest. In determining such rate of interest, the plan shall require a rate of return commensurate with the prevailing interest rate charged on similar commercial loans under like circumstances by persons in the business of lending money. Such prevailing interest rate standard shall permit the administrator to consider factors pertaining to the opportunity for gain and risk of loss that a professional lender would consider on a similar arms-length transaction, such as the creditworthiness of the participant and the security given for the loan. Therefore, in establishing the rate of interest, the administrator shall conduct a reasonable and prudent inquiry with professional lenders in the same geographic locale where the participant and employer reside to determine such prevailing interest rate for loans under like circumstances.

5. The plan shall require that adequate security be provided by the participant before a loan is granted. For this purpose, the plan shall consider a participant's interest under the plan to be adequate security. However, in no event shall more than 50 percent of a participant's vested interest in the plan (determined immediately before origination of the loan) be used as security for the loan. It shall be the policy of the plan not to make loans which require security other than the participant's vested interest in the plan.

6. Generally, a default shall occur upon a failure of a participant to timely remit payments under the loan when due. In such event, the trustee shall take such reasonable actions which a prudent fiduciary in like circumstances would take to protect and preserve plan assets, including commencing such legal action for collection which the trustee deems necessary and advisable. However, the trustee shall not be required to commence such actions immediately upon a default. Instead, the trustee may grant the participant reasonable rights to cure any default, provided such actions would constitute a prudent and reasonable course of conduct for a professional lender in like circumstances. Notwithstanding the foregoing, if no risk of loss of principal or income would result to the plan, the trustee shall not commence enforcement proceedings. However, if the qualified status of the plan is not jeopardized, and there is a risk of loss to the plan of principal or income, the trustee shall commence enforcement proceedings against the participant, including foreclosing on the security, in the case of any default that has not been cured within a three-month period after such default. In any event, a participant's failure to repay a loan will reduce the benefit that he or she would otherwise be entitled to from the plan.

7. Upon satisfaction of the criteria established for granting a loan, the administrator shall inform the trustee that the participant has qualified to receive a loan under the plan's program. The trustee shall review the determination made by the administrator (including the prevailing interest rate which has been set for the loan) and, if it determines that such loan would be a prudent investment for the plan, applying such fiduciary standards required by ERISA, the trustee may grant the loan request. In making such determination, the trustee may consider the liquidity of the plan assets available for loans.

Adopted this ___________ Day of ___________, 19_____. This loan program may be amended from time to time.

____
Employer/Administrator

____
Trustee

LOAN POLICY

The Plan Administrator of the ____ (the "Plan") adopts the following loan policy as part of the terms of the plan document. All loans shall be considered a directed investment made by the individual participant and will be made without regard to race, color, religion, sex, age or national origin. However, loans shall be made only to individuals competent to enter into contracts.

1. LOAN APPLICATION. Any Plan participant who has a vested account balance of $2,000 or more and who has participated in the plan for a twelve-month period may apply for a loan from the Plan using the loan application form provided by the Administrator. A participant must apply for each loan in writing and specify the amount of the loan desired, the requested duration for the loan and the source of security for the loan. The Plan Administrator will not approve any loan if such loan will be a financial hardship on the participant or the participant may be unable to repay the loan. Only one loan application will be accepted during a twelve-month period, and loans will not be approved to participants with a prior outstanding loan balance. No loan applications will be accepted after termination of the Plan, should that event arise in the future. Once a loan has been made, it may not be refinanced.

Application for a loan shall be accepted under the following circumstances: Funeral expenses for a participant's spouse, child, brother, sister or parent; medical expenses for the participant, his/her spouse or dependent in excess of those expenses covered by all the participant's medical insurance; tuition payments for the next twelve months of post secondary education for the participant, his/her spouse, or his/her child; purchase of the participant's principal residence for first-time home buyers; or expenses to prevent eviction from his/her principal residence or foreclosure of a mortgage on the same.

Decisions to approve, deny or modify any loan application shall be made by the Administrator on a reasonably equivalent, uniform and nondiscriminatory basis. Notwithstanding, the Administrator may apply different terms and conditions for loans to participants who are not actively employed by the company, or for whom payroll deduction is not available, based on economic and other differences affecting the participant's ability to repay any loan. Loan proceeds shall be derived from the participant's directed investment account as requested in the loan application. Repayments shall be made in accordance with the investment election of the participant at the time of repayment.

Notwithstanding anything herein to the contrary, no loan shall be made to a participant during a period in which the Administrator is making a determination of whether a domestic relations order affecting the participant's account is qualified, as defined by Internal Revenue Code 414(p). If the Administrator is in receipt of a qualified domestic relations order with respect to any participant's account, it may prohibit such participant from obtaining a loan until the rights of the payee entitled to benefits under such order are satisfied.

The plan Administrator will notify the participant of the disposition of the loan application (i.e., approved as requested, approved with modifications, or denied), as soon as is practical after the receipt of the application.

Each approved loan must provide for the written consent of a married participant's spouse. The signature of the spouse must be witnessed by a notary public or Plan representative. The spouse must consent to the loan, as well as to the potential reduction in the participant's account balance from loan proceeds that remain outstanding due to retirement or foreclosure upon default. This consent must be obtained within 90 days before the date the loan is made.

Proceeds for an approved loan shall be distributed to the participant as soon as is practical after the end of any month following receipt of the application, provided the completed application is filed with the Plan Administrator within 20 days of the end of the month and the loan is approved by the end of the month.

2. LIMITATION ON LOAN AMOUNT. The Plan Administrator shall not approve any loan to a participant in an amount which exceeds fifty percent (50%) of his or her vested accrued benefit, as reflected by the books and records of the Plan as of the latest valuation of the participant's account on the date the application is received. The maximum aggregate dollar amount of loans outstanding to any participant may not exceed $50,000 reduced by the highest outstanding loan balance incurred by the participant during the one-year period ending on the day before date the current loan is made. All loans made by the Plan shall be aggregated to determine the outstanding loan amount. No loan shall be made for an amount less than $1,000.

3. EVIDENCEOF LOAN. The Plan Administrator shall document every loan in the form of a promissory note signed by the participant for the face amount of the loan, and shall state a reasonable rate of interest and the loan repayment terms. All promissory notes shall be deposited with the plan's Trustee.

4. TERM OF LOAN. The term of repayment shall not be greater than five (5) years, unless the loan qualifies as a home loan. The Plan Administrator may fix the term for repayment of a home loan for a period not to exceed ten (10)

years. A "home loan" is a loan used to acquire any dwelling unit, which, within a reasonable time, the participant will use as a principal residence. However, a loan may provide that no payments will be made for up to one year during a period in which the participant is on approved leave without pay. A participant may prepay the full outstanding balance of the loan without penalty.

5. SECURITYFOR LOAN. The participant shall secure each loan with an irrevocable pledge and assignment of up to 50% of his/her vested benefit under the plan. The Plan Administrator may request the participant to secure each loan with other assets acceptable to the Plan Administrator, which request shall be consistent for each participant, individual circumstances, and the type of security pledged.

In the event: a loan repayment is not made within three months of its due date, or a lien is made against the collateral of the loan by a Qualified Domestic Relations order, or the borrower terminates employment, or revokes his payroll deduction election or such election becomes invalid, or the plan terminates, the borrower dies, any spousal consent becomes invalid or inoperative, a distribution of benefits is made to the borrower, such loan shall be in default and the unpaid loan balance together with interest thereon, shall become immediately due and payable. Upon the occurrence of a default, the Plan Administrator may direct the Trustee to take such action as may reasonably be necessary in order to preclude the loss of principal and interest, including:

(a) demanding repayment of the outstanding amount on the loan (including principal and accrued interest) which may include allowing the participant the opportunity to cure such default; or

(b) if the loan is not repaid within 30 days of a request for repayment, causing a foreclosure on the loan to occur by returning the promissory note to the participant and reducing the participant's account by the value of the loan. For this purpose, the loan shall have a fair market value equal to its face value (including accrued but unpaid interest), reduced by any payments made thereon by the participant. In the event of any default, the participant's loan application shall be considered to be the participant's consent to such a distribution of the unpaid balance of any such loan; or

(c) if no risk of loss of principal or income would result to the plan, the Trustee may defer foreclosure proceedings.

In all events, however, no foreclosure on the participant's loan shall be made until the earliest time pre-tax elective contributions may be distributed without violating any provisions of Internal Revenue Code 401(k). If the qualified status of the plan is not jeopardized, the Trustee may treat the loan in default as a deemed distribution from the plan, i.e. a taxable event. However, any deemed distribution shall not result in the immediate reduction of the participant's accrued benefit, as such reduction shall be effective when a distributable event occurs, but in all other respects the outstanding indebtedness will be treated as a distribution.

6. INTERESTRATE. The interest rate to be charged shall be a reasonable interest rate, commensurate with the interest rate charged by persons in the business of lending money for loans which would be made under similar circumstances. For this purpose, the Plan Administrator shall use the interest rate that would be charged by the Company's banking institution under similar circumstances.

7. REPAYMENT. Participants employed by the Company at the time the loan is made shall repay the loan through payroll deduction, no less frequently than quarterly. A Former Participant or a Beneficiary of a participant who has received a loan from the plan shall make repayments to the plan at least quarterly. The promissory note shall provide the participant with the choice of repayment periods. Each payment shall include amortization of principal and interest amounts. The borrower shall receive an amortization schedule of the loan repayment. A subaccount shall be maintained by Plan Administrator for the loan proceeds and repayments.

8. DEFINITIONS. Loans will only be available to Parties In Interest under the terms of this loan policy. Unless any provision states otherwise, the loan policy shall apply to all participants in the plan who are currently employed by the Plan Sponsor (who shall be considered a participant).

Company shall mean the participant's employer at the time a loan application is made.

Former Participant shall mean a participant who is no longer employed by the employer, but who has a vested accrued benefit remaining in the plan.

Beneficiary shall mean the person(s) designated by either the Plan or the participant, who is currently entitled to the account balance of the participant, due to the death of the participant.

Party In Interest shall mean:

(A) any fiduciary (including, but not limited to, any administrator, officer, trustee, or custodian), counsel, or employee of such employee benefit plan;

(B) a person providing services to such plan;

(C) an employer, any of whose employees are covered by such plan;

(D) an employee organization any of whose members are covered by such plan;

(E) an owner, direct or indirect, of 50 percent or more of:

(i) the combined voting power of all classes of stock entitled to vote or the total value of shares of all classes of stock of a corporation,

(ii) the capital interest of a trust or unincorporated enterprise, which is an employer or an employee organization described in subparagraph (C) or (D);

(F) a spouse, ancestor, lineal descendant or spouse of a lineal descendant of any individual described in subparagraph (A),(B),(C) or (E);

(G) a corporation, partnership, or trust or estate of which (or in which) 50 percent or more of:

(i) the combined voting power of all classes of stock entitled to vote or the total value of shares of all classes of stock of such corporation,

(ii) the capital interest or profits interest of such partnership, or

(iii) the beneficial interest of such trust or estate, owned directly or indirectly, or held by persons described in subparagraph (A),(B),(C),(D), or (E);

(H) an employee, officer, director (or an individual having powers or responsibilities similar to those of officers or directors), or a 10 percent or more shareholder directly or indirectly, of a person described in subparagraph (B),(C),(D),(E), or (G), or of the employee benefit plan; or

(I) a 10 percent or more (directly or indirectly in capital or profits) partner or joint venture of a person described in subparagraph (B),(C),(D),(E), or (G).

Plan Administrator shall mean the Employer unless otherwise designated in the plan document; however, the Employer has authorized the person signing this loan policy to represent the Employer in administering the loan program.

9. Miscellaneous. A loan processing fee of $50 will be charged to the participant at the time the loan is made.

______________________________ ____________
Representative of the Plan Administrator Date

- CONFIDENTIAL -
LOAN APPLICATION

I hereby apply for a loan of $________ for a period of ________ years, to be used for the purpose of ______________________________________.

I understand that this application must be approved before I will be entitled to a loan from the Plan. I also understand and agree that this loan will not be approved if I have any other Plan loans outstanding at this time. I also understand that this loan, once made, may not be refinanced during its term.

I understand that the minimum amount I can borrow is $1,000 and that the maximum amount is 50% of my vested account balance based on the last valuation report of my vested account balance, up to $50,000, reduced by the highest outstanding balance of any loan made to me during the last twelve months.

I understand and agree that this loan, if approved, will bear interest at the rate in effect for all Plan loans on the date this loan is approved. This interest rate will apply for the entire term of the loan.

I authorize and direct that the amount of the loan requested above be deducted from the following account(s) I have chosen:

$ __________ from the ____________________ investment.

$ __________ from the ____________________ investment.

$ __________ from the ____________________ investment.

I authorize my employer to withhold from each paycheck the amortized repayment of the note over the term noted above based on an amortization schedule that will be given to me at the time the loan proceeds are given to me. I agree that repayments of this loan will be invested in accordance with my most recent investment election form on file with the Plan Administrator.

I also understand that the remaining vested portion of my account balance in the Plan will be used as security for the repayment of the loan. Should the loan at any time be in default, I do not request federal or state income tax withholding on the amount that will be taxable to me at that time and I acknowledge that upon default and/or foreclosure, in addition to federal and state income taxes, excise tax penalties may apply to the amount that would be taxable to me at that time.

I am: ☐ Married ☐ Single ☐ Divorced ☐ Separated ☐ Widow/Widower and will notify the Plan Administrator if my marital status changes between the date of this application and when the loan proceeds are to be distributed.

I understand that the Trustee will make any loan in reliance on the statements on this Loan Application which I certify are correct and complete. If this loan application is approved, I agree to complete a promissory note and security agreement (with my spouse's consent, if applicable) indicating that the Plan has a security interest in my account balance. I have reviewed the loan policy of the Plan, including the default provisions, and agree that in the event of a default, the entire amount outstanding under the loan will be due and payable. I agree to pay the loan processing fee of $50 at the time the loan is made.

__________ ____________ ______________________________

Date SSN Applicant's Signature

Residential

PROMISSORY NOTE

Name of Participant (Borrower) ______________ Principal Amount of Note

______________ Social Security Number

Street Address ______________ Date of Note

City, State and Zip ______________ Term of Note

______________ Name of Trust (Lender)

For value received, I hereby promise to pay the above pension trust, or order, the sum of ___ ______________ dollars $__________, plus interest at the rate of ________ percent (____%) in ( ) weekly ( ) monthly ( ) semi-monthly ( ) quarterly amounts. I retain the right to repay the full indebtedness prior to maturity and such maturity date shall not exceed ten years from the above date of this note. Principal and interest shall be payable at least quarterly in lawful money of the United States.

Any holder hereof may declare all amounts due hereunder to be immediately due and payable whenever the holder deems itself insecure, or upon the default in any payment hereunder, or in the event I terminate employment for any reason with my employer, the sponsor of the retirement plan from which I am borrowing these funds, or in the event a distribution is required to be made under a qualified domestic relations order affecting my account and the distribution exceeds my interest in the plan less the amount of the loan outstanding plus accrued, but unpaid, interest. After maturity, this note will bear interest at the highest legal rate.

I secure this loan by a pledge and irrevocable assignment of my vested interest in the above pension trust, a copy of which is provided with this note. The security interest created by the security agreement extends to all other and future obligations of the maker.

Upon default, I promise to pay all costs of collection and reasonable attorney's fees incurred by the holder of this note on account of such collection, whether suit is filed on this note, or not, and I waive presentment, demand, notice of dishonor and protest.

______________ Signature of Borrower

IRREVOCABLE PLEDGE AND ASSIGNMENT

In consideration of a loan to me of ______________________________ dollars ($__________) by the trustee(s) of the ______________________________, (the Secured Party) as evidenced by a copy of the Promissory Note attached herewith this pledge, I hereby irrevocably pledge and assign to the Trustee(s) of the ______________________________, or to their successor or successors, the vested percentage of my accrued benefit at any time existing under the ______________________________, necessary to satisfy the loan which is the subject of this pledge, any unpaid interest on such loan, all attorney's fees necessary for collection of this obligation and all costs of collection. Failure by me to repay this loan on or before the maturity date, or the failure to make payments at least quarterly, shall authorize the Trustee(s) to foreclose on any property or to bring a lawsuit to collect the outstanding indebtedness and interest on the indebtedness.

The entire unpaid principal balance, plus interest owing thereon, shall be in default and become immediately due and payable at the option of the Secured Party, and without my prior notification, upon the occurrence of any of the following:

(a) any installment is unpaid for three months after its due date;
(b) I revoke my payroll deduction authorization or such authorization becomes invalid;
(c) I terminate employment with my current employer;
(d) the plan terminates;
(e) a lien is made against the collateral for this loan;
(f) I die;
(g) any spousal consent to the loan becomes invalid or inoperative; or
(h) a distribution of my accrued benefit is made to me.

Should my employment terminate with the sponsor of the retirement plan in which I have a vested interest, for any reason, while this obligation is unpaid, and under circumstances in which the Trustee(s) would ordinarily make a distribution from the Plan to me or to my designated Beneficiary, I authorize the Trustee(s) to reduce the amount otherwise distributable to me or my designated Beneficiary, by this outstanding indebtedness, together with any accrued interest due on the indebtedness.

Any determination by a court of law that a provision of this agreement is invalid shall not affect the validity of any other provisions of this Agreement.

I hereby authorize my Employer to withhold the loan payments from my compensation, on an equal basis ( ) quarterly ( ) monthly ( ) semi-monthly ( ) weekly. I am not a current employee of the Employer sponsoring the ______________________________, I will make payments to the Plan on ( ) quarterly ( ) monthly ( ) semi-monthly ( ) weekly basis. All payments shall amortize the principal and interest of this indebtedness so that it will not exceed the term of the loan.

This Irrevocable Pledge and Assignment shall bind my heirs, personal representatives or other legal representatives.

Dated this ________ day of _______, 19_______.

____
Signature of Participant (Borrower)

CONSENT OF SPOUSE

I, ____________________ spouse of ____________________, hereby consent to the pledge of my spouse's vested accrued benefit as a condition to the receipt of a participant loan. I certify that I understand that the foreclosure by the Trustee of this account may reduce the amount, if any, which may be distributable to me from my spouse's retirement plan benefits. I have read the Promissory Note, and the Irrevocable Pledge and Assignment signed on the reverse side of this Consent, and understand that my spouse is borrowing against retirement benefits which I may have an interest in, and understand the collateral used to secure the loan is additional retirement benefits in this plan which I also may have an interest in. My signature on this Consent is voluntary, and with full understanding of the transaction to be completed.

I have executed this Consent this ______ day of ____________, 19____.

____
Signature of Participant's Spouse

Signature of spouse witnessed this _____ day of _____, 19_____, in my presence.

____
Plan Representative

* * * or * * *

State of ______________________________

County/City of ________________________

Before me, the undersigned, a Notary Public personally appeared ___________________ who executed the above Consent of Spouse as a free and voluntary act.

IN WITNESS WHEREOF, I have signed my name and affixed my official notarial seal this ______ day of ________________, 19______.

____
Notary Public

My Commission Expires: ____________________________

Nonresidential

PROMISSORY NOTE

Name of Participant (Borrower)	Principal Amount of Note
	Social Security Number
Street Address	Date of Note
City, State and Zip	Term of Note

Name of Trust (Lender)

For value received, I hereby promise to pay the above pension trust, or order, the sum of ______________ dollars $________, plus interest at the rate of __________percent (___%) in ( ) weekly ( ) monthly ( ) semi-monthly ( ) quarterly amounts. I retain the right to repay the full indebtedness prior to maturity and such maturity date shall not exceed five years from the above date of this note. Principal and interest shall be payable at least quarterly in lawful money of the United States.

Any holder hereof may declare all amounts due hereunder to be immediately due and payable whenever the holder deems itself insecure, or upon the default in any payment hereunder, or in the event I terminate employment for any reason with my employer, the sponsor of the retirement plan from which I am borrowing these funds, or in the event a distribution is required to be made under a qualified domestic relations order affecting my account and the distribution exceeds my interest in the plan less the amount of the loan outstanding plus accrued, but unpaid, interest. After maturity, this note will bear interest at the highest legal rate.

I secure this loan by a pledge and irrevocable assignment of my vested interest in the above pension trust, a copy of which is provided with this note. The security interest created by the security agreement extends to all other and future obligations of the maker.

Upon default, I promise to pay all costs of collection and reasonable attorney's fees incurred by the holder of this note on account of such collection, whether suit is filed on this note, or not, and I waive presentment, demand, notice of dishonor and protest.

Signature of Borrower

IRREVOCABLE PLEDGE AND ASSIGNMENT

In consideration of a loan to me of ______________________ dollars ($__________) by the trustee(s) of the ______________________, (the Secured Party) as evidenced by a copy of the Promissory Note attached herewith this pledge, I hereby irrevocably pledge and assign to the Trustee(s) of the ______________________, or to their successor or successors, the vested percentage of my accrued benefit at any time existing under the ______________________, necessary to satisfy the loan which is the subject of this pledge, any unpaid interest on such loan, all attorney's fees necessary for collection of this obligation and all costs of collection. Failure by me to repay this loan on or before the maturity date, or the failure to make payments at least quarterly, shall authorize the Trustee(s) to foreclose on any property or to bring a lawsuit to collect the outstanding indebtedness and interest on the indebtedness.

The entire unpaid principal balance, plus interest owing thereon, shall be in default and become immediately due and payable at the option of the Secured Party, and without my prior notification, upon the occurrence of any of the following:

(a) any installment is unpaid for three months after its due date;
(b) I revoke my payroll deduction authorization or such authorization becomes invalid;
(c) I terminate employment with my current employer;
(d) the plan terminates;
(e) a lien is made against the collateral for this loan;
(f) I die;
(g) any spousal consent to the loan becomes invalid or inoperative; or
(h) a distribution of my accrued benefit is made to me.

Should my employment terminate with the sponsor of the retirement plan in which I have a vested interest, for any reason, while this obligation is unpaid, and under circumstances in which the Trustee(s) would ordinarily make a distribution from the Plan to me or to my designated Beneficiary, I authorize the Trustee(s) to reduce the amount otherwise distributable to me or my designated Beneficiary, by this outstanding indebtedness, together with any accrued interest due on the indebtedness.

Any determination by a court of law that a provision of this agreement is invalid shall not affect the validity of any other provisions of this Agreement.

I hereby authorize my Employer to withhold the loan payments from my compensation, on an equal basis ( ) quarterly ( ) monthly ( ) semi-monthly ( ) weekly. If I am not a current employee of the Employer sponsoring the ______________________, I will make payments to the Plan on a ( ) quarterly ( ) monthly ( ) semi-monthly ( ) weekly basis. All payments shall amortize the principal and interest of this indebtedness so that it will not exceed the term of the loan.

This Irrevocable Pledge and Assignment shall bind my heirs, personal representatives or other legal representatives.

Dated this ________ day of _______, 19_______.

____
Signature of Participant (Borrower)

CONSENT OF SPOUSE

I, ____________________ spouse of ____________________, hereby consent to the pledge of my spouse's vested accrued benefit as a condition to the receipt of a participant loan. I certify that I understand that the foreclosure by the Trustee of this account may reduce the amount, if any, which may be distributable to me from my spouse's retirement plan benefits. I have read the Promissory Note, and the Irrevocable Pledge and Assignment signed on the reverse side of this Consent, and understand that my spouse is borrowing against retirement benefits which I may have an interest in, and understand the collateral used to secure the loan is additional retirement benefits in this plan which I also may have an interest in. My signature on this Consent is voluntary, and with full understanding of the transaction to be completed.

I have executed this Consent this _____ day of ___________, 19___.

____
Signature of Participant's Spouse

Signature of Spouse witnessed this _____ day of _____, 19____, in my presence.

____
Plan Representative

* * * or * * *

State of ____________________________

County/City of ______________________

Before me, the undersigned, a Notary Public personally appeared ________________ who executed the above Consent of Spouse as a free and voluntary act.

IN WITNESS WHEREOF, I have signed my name and affixed my official notarial seal this _____ day of ______________, 19_____.

____
Notary Public

My Commission Expires: __________________________

PROMISSORY NOTE

____________________ (Amount)

____________________ (Date)

____________________ (City, State)

At the times specified below, for value received, the undersigned promisses to pay to the order of ____________________ (Names of Trustees), as Trustees of the ____________________ (Name of Plan) Plan and Trust pursuant thereto of ____________________ (Name of Corporation), the sum of $__________ together with interest thereon calculated at the rate of ____________ per annum on the outstanding balance; interest and principal are payable in equal __________ installments of $________ commencing on ____________ and continuing on the _____ day of each ____________________ and ____________ thereafter until ____________, at which time the remaining principal plus accrued interest shall be all due and payable. The undersigned shall have the right to pay the principal amount, in full or in part, any time prior to maturity without penalty.

Should default be made in payment of principal or interest when due, the whole sum of principal and interest shall become immediately due, at the option of the holder of this note. Principal and interest are payable in lawful money of the United States. If action be instituted on this note, the undersigned promises to pay such sum as a court may fix as attorneys' fees and costs.

To secure payment of this note, the undersigned has given a secured interest in the vested portion of the Accrued Benefit of ____________________ (Name of Employee) under the ____________________ (Name of Plan) Plan and Trust.

____
Signature

Spousal Consent:

I consent to my spouse's loan made above using his vested benefits as security for the loan.

____
Signature

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT made this _____ day of ____________, 198 by and between ____ (Name of Employee, hereinafter referred to as "Pledgor"), and ____ as Trustee(s) of the ____ (Name of Plan) Plan and Trust (hereinafter referred to as "Pledgee").

RECITALS

A. The Pledgor is indebted to Pledgee in the amount of ______________________ ____________________________________, as evidenced by the promissory note dated ________________________, and executed in connection with a loan from the funds of the ____ (Name of Trust Fund) Trust.

B. The Pledgor is the owner of a vested interest in the accrued benefit of said Plan.

C. The Pledgor has agreed to pledge to Pledgee Pledgor's vested interest mentioned in Paragraph B hereof as security for the aforementioned loan.

AGREEMENT

1. Pledge. The Pledgor hereby assigns to the Pledgee all of Pledgor's vested interest as of the date hereof in the ____ (Name of Trust) Trust. The Pledgor shall deliver and the Pledgee shall hold this Assignment of Interest, as security for the payment by the Pledgor of said promissory note payable to Pledgee. Pledgee shall not encumber or dispose of any interest except in accordance with the provisions of Paragraph 3 of this Agreement.

2. Payment of Indebtedness. Upon payment of the principal and interest of said promissory note of the Pledgor in favor of the Pledgee, less amounts theretofore received and applied by the Pledgee in reduction thereof, the Pledgee shall transfer to the Pledgor all of the vested interest pledged by the Pledgor and any other rights received by the Pledgee in connection with the pledged interest in the Plan account.

3. Default. In the event that the Pledgor defaults in the payment of the principal or interest of said promissory note, or in the performance of any of the terms of this Agreement, the Pledgee may, upon ten (10) days written notice to the Pledgor, offset the indebtedness payable against the vested interest pledged hereunder in an amount equal to the principal and interest then due on said promissory note, and any balance shall be credited to the amounts of the defaulting Pledgor.

PLEDGOR: ____________________________________

TRUSTEES: ____________________________________

____

____

REQUEST FOR HARDSHIP WITHDRAWAL
UNDER THE SAFE-HARBOR RULE

Plan Name: ______________________________

Participant's Name: ______________________________

Participant's Address: ______________________________

Birthdate: __________ SSN: ____________ Amount Requested: $________

As a Participant under the above Plan, I hereby request a withdrawal under the Safe-Harbor Hardship Withdrawal provision of the above Plan. I certify that:

(1) I have no other reasonably available resources from which these funds may be obtained,
(2) none of the money I am requesting to withdraw is subject to a Qualified Domestic Relations Order,
(3) the withdrawal is not in excess of the amount needed to satisfy the need,
(4) I have taken all possible distributions from all of my employer's plans, including non-taxable loans [Note, however, that if the effect of the loan would be to increase the amount of my financial need, I am not required to take the loan. For example, if I need funds to purchase a principal residence, and a plan loan would disqualify me from obtaining other necessary financing, I do not have to take the loan.],
(5) I will not be allowed to make any contributions or salary deferrals (if applicable) to any employer plan for at least 12 months after receiving the hardship distribution, and
(6) if this is a Cash or Deferred 401(k) Plan, my elective deferrals to all of the employer's plans in the calendar year immediately following receipt of the hardship withdrawal will be restricted to the maximum amount ($7,000 as indexed) less my elective contributions in the year of the hardship distribution.

If I am married, my Spouse has consented to this withdrawal, by signing on the reverse side. My Spouse's consent is not required if he or she has already consented to another beneficiary on my Survivor Benefit Election form. I understand that this distribution is subject to an automatic 20% withholding requirement. Thus, I will receive only 80% of my requested hardship payment, because the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against my taxes. I also understand that this withdrawal will be subject to normal income tax, plus an additional 10% early distribution penalty if I have not attained age 59-1/2. Although my hardship is limited to the amount necessary to meet the purpose listed below, I can take an additional amount to pay the taxes that I will incur as a result of the hardship withdrawal. Thus, the net amount after taxes will be sufficient to meet my need.

I intend to use the funds requested for the following purpose:

[ ] To purchase my primary place of residence.
[ ] To pay the upcoming, post-secondary educational expenses of me or my dependents.

(Turn Over)

[ ] To pay medical and/or hospital expenses for myself or my dependents. (Note: The 10% additional tax penalty will not apply when the withdrawal is used to pay medical expenses that exceed 7-1/2% of my adjusted gross income.)

[ ] To prevent the eviction from, or foreclosure on the mortgage of, my principal residence.

If I direct the investment of my contributions, withdrawals shall be made from the following funds (sub-accounts) in the order specified below:

____
Participant's Signature

Employer's Authorization

I hereby [ ] authorize [ ] do not authorize this hardship distribution to the above-named Participant. I further certify that this decision has been rendered in a consistent and uniform manner to all like requests.

____
Employer's Signature

Spouse's Consent

I hereby approve of, and consent to, my spouse's election for a hardship withdrawal. I understand that this election may have the effect of reducing the benefit I would receive under the Plan, should my spouse die prior to retirement.

Signature of Notary Public	Name of Spouse
Date	Signature of Spouse

Participant's Certification of No Spouse or QDRO

I hereby certify that I am not now married and that there are no Plan benefits payable to a former spouse under a Qualified Domestic Relations Order.

____
Participant's Signature

____
Signature of Notary Public

____
Date

REQUEST FOR HARDSHIP WITHDRAWAL
UNDER THE GENERAL FACTS AND CIRCUMSTANCES RULE

Plan Name: ______________________________

Participant's Name: ______________________________

Participant's Address: ______________________________

Birthdate: __________ SSN: __________ Amount Requested: $______

As a Participant under the above Plan, I hereby request a withdrawal under the General Facts and Circumstances Hardship Withdrawal provision of the above Plan. I understand that the withdrawal may not exceed the amount required to meet the financial hardship. I certify that:

(1) I have no other reasonably available resources from which these funds may be obtained,
(2) none of the money I am requesting to withdraw is subject to a Qualified Domestic Relations Order,
(3) I am not being reimbursed or compensated by insurance,
(4) I have liquidated all reasonable assets,
(5) stopping all elective contributions or other employee contributions under the plan would not satisfy my hardship, and
(6) I have taken other distributions or nontaxable loans [Note, however, that if the effect of the loan would be to increase the amount of my financial need, I am not required to take the loan. For example, if I need funds to purchase a principal residence, and a plan loan would disqualify me from obtaining other necessary financing, I do not have to take the loan.], from other plans maintained by my employer, or any other employer, and cannot borrow from commercial sources on reasonable terms.

If I am married, my spouse has consented to this withdrawal, by signing on the reverse side. My Spouse's consent is not required if he or she has already consented to another beneficiary on my Survivor Benefit Election form. I understand that this distribution is subject to an automatic 20% withholding requirement. Thus, I will receive only 80% of my requested hardship payment, because the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against my taxes. I also understand that this withdrawal will be subject to normal income tax, plus an additional 10% early distribution penalty if I have not attained age 59-1/2. Although my hardship is limited to the amount necessary to meet the purpose listed below, I can take an additional amount to pay the taxes that I will incur as a result of the hardship withdrawal. Thus, the net amount after taxes will be sufficient to meet my need.

I intend to use the funds requested for the following purpose:

[ ] To purchase my primary place of residence.
[ ] To pay the upcoming, post-secondary educational expenses of me or my dependents.

(Turn Over)

[ ] To pay medical and/or hospital expenses for myself or me or my dependents. (Note: The 10% additional tax penalty will not apply when the withdrawal is used to pay medical expenses that exceed 7-1/2% of my adjusted gross income.)

[ ] To prevent the eviction from, or foreclosure on the mortgage of, my principal residence.

[ ] To pay funeral expenses of my dependents.

[ ] Other (explain in detail and attach any papers that will aid in the Employer's decision): ______________________________
____.

Withdrawals shall be made from the following funds (sub-accounts) in the order specified below:

____
Participant's Signature

Employer's Authorization

I hereby [ ] authorize [ ] do not authorize this hardship distribution to the above-named Participant. I further certify that this decision has been rendered in a consistent and uniform manner to all like requests.

____
Employer's Signature

Spouse's Consent

I hereby approve of, and consent to, my spouse's election for a hardship withdrawal. I understand that this election may have the effect of reducing the benefit I would receive under the Plan, should my spouse die prior to retirement.

______________________________	______________________________
Signature of Notary Public	Name of Spouse
______________________________	______________________________
Date	Signature of Spouse

Participant's Certification of No Spouse or QDRO

I hereby certify that I am not now married and that there are no Plan benefits payable to a former spouse under a Qualified Domestic Relations Order.

____
Participant's Signature

____
Signature of Notary Public

____
Date

RESOLUTION

The undersigned ___Partner ___President ___Owner ___ __________
(other)
of ____ states that the
(business name)
following is a true and correct copy of the Resolution adopted at a meeting held on ____________________, 19__, at a principal office of the business.

It was resolved that the ___Partnership ___Corporation ___Sole Proprietorship __Professional Corporation amend and restate the

____
(Plan name)

to comply with the regulations as promulgated by the Tax Reform Act of 1986 (TRA 86), the Omnibus Budget Reconciliation Act of 1986 (OBRA 86), Omnibus Budget Reconciliation Act of 1987 (OBRA 87), the Technical & Miscellaneous Revenue Act of 1988 (TAMRA), Omnibus Budget Reconciliation Act of 1989 (OBRA 89) and Omnibus Budget Reconciliation Act of 1990 (OBRA 90).

The effective date of this amendment is ________________, 19__.

It is further resolved that _________________________ is authorized to execute such agreements on behalf of the __Partnership __Corporation __Sole Proprietorship __Professional Corporation.

______________________________ ______________________________
Name (print) Date

____
Signature

____
Title

RESOLUTION

The undersigned ___Partner ___President ___Owner ___ __________
(other)

of ____ states that the
(business name)

following is a true and correct copy of the Resolution adopted

at a meeting held on ____________________, 19__, at a principal

office of the business.

It was resolved that the ___Partnership ___Corporation ___Sole

Proprietorship ___Professional Corporation adopt the __________

____
(Plan name)

effective __________________, 19__.

It is further resolved that _________________________ is autho-

rized to execute such agreements on behalf of the __Partnership

__Corporation __Sole Proprietorship __Professional Corporation.

______________________________ ______________________________
Name (print) Date

____
Signature

____
Title

RESOLUTION

The undersigned ___Partner ___President ___Owner ___ __________
(other)

of ____ states that the
(business name)

following is a true and correct copy of the Resolution adopted at a meeting held on ____________________, 19__, at a principal office of the business.

It was resolved that the ___Partnership ___Corporation ___Sole Proprietorship ___Professional Corporation terminate the ______

____
(Plan name)

effective _________________, 19__. It is further resolved that benefits will cease to accrue as of ____________________, 19__. It is further resolved that _________________________ is authorized to execute such agreements on behalf of the __Partnership __Corporation __Sole Proprietorship __Professional Corporation.

______________________________ ______________________________
Name (print) Date

____
Signature

____
Title

RESOLUTION

The undersigned ___Partner ___President ___Owner ___ __________
(other)

of ____ states that the
(business name)

following is a true and correct copy of the Resolution adopted

at a meeting held on ____________________, 19__, at a principal

office of the business.

It was resolved that the ___Partnership ___Corporation ___Sole

Proprietorship ___Professional Corporation amend the __________

____
(Plan name)

effective __________________, 19__.

It is further resolved that _________________________ is autho-

rized to execute such agreements on behalf of the __Partnership

__Corporation __Sole Proprietorship __Professional Corporation.

______________________________ ______________________________
Name (print) Date

____
Signature

____
Title

ADMINISTRATION

Annual Questionnaire and Census Request
Profit Sharing and 401(k) Plan

Plan Name: ____________________

Period: ____________________

Please provide us the following information:

	yes	no	n/a
I. Plan Documents:			
1) Copies of any plan amendments made in the last year.......................	____	____	____
2) Copy of the latest IRS determination letter..............................	____	____	____
3) Any correspondence with the IRS or DOL	____	____	____
4) Copies of minutes authorizing contribution.........................	____	____	____

II. Trust Accounting:

Please mark each section as follows:
yes = the information is included
no = this section applies but the information is not included in this package
n/a = this section does not apply to my plan

If you have posted all transactions for the year, please provide 1) below and continue with section III.

	yes	no	n/a
1) Trust Balance Sheet and Income Statement as of ________......................	____	____	____

Please provide the following if we are preparing the trust accounting:

	yes	no	n/a
a) Cash....................................	____	____	____

* copies of all bank statements as of __________
* copies of bank reconciliations as of _________
* schedule of outstanding checks, including payee, check number, amount, and date issued as of __________

	yes	no	n/a
b) Investments.............................	____	____	____

* copies of all broker statements as of _________

yes no n/a

also, if not already provided on above statements:

* schedule of purchases, sales and redemptions, including gain or loss on sale...................... ____ ____ ____
* schedule of stock, bonds, mortgages, mutual funds owned, including market values and shares.................. ____ ____ ____

c) Accounts Receivable.................... ____ ____ ____

* schedule of accrued interest as of _____________
* schedule of contribution receivable
* schedule of participant loans, including name of participant, date loan was made, amortization schedule, security agreements
* copy of loan documents for loans made during plan year ending _______

d) Accounts Payable...................... ____ ____ ____

* any payables due to outside parties as of_________

e) Income and Expenses................. ____ ____ ____

* schedule of interest and dividend income
* schedule of gains and losses on sale of investments
* schedule of unrealized gain/loss
* schedule of expenses, including distributions to participants

III. Contributions

* Schedule of contributions made, including reconciliation to sponsor's records

IV. Annual Census

Please complete the enclosed census for every employee employed during the year

NOTE: Please review your plan document at this time to gain an understanding as to what constitutes 'compensation' under the plan

V. Forms

* Please enclose the 5500 C/R package mailed to you by the IRS

VI. Other Information for the Plan Year ending ____________

	yes	no
1) Has the plan sponsor's legal structure changed during the plan year?	____	____
2) Have any affiliated companies been created or changed during the plan year?.............	____	____
3) Was the plan terminated during the year?.....	____	____

4) Name of bonding company for the fidelity
   bond______________________
   face amount of bond________________

5) Please provide the following or write "same" if unchanged from prior year:
   a) Stockholders names and percentage of stock held

   b) List of corporate officers

   c) List of other plan fiduciaries not listed as stockholders or officers

   d) Are any employees related to anyone described in a, b or c above?

   e) Did the plan transact any business with, loan money to, or purchase services from anyone described in a, b, c, or d above?

6) Please list the plan's attorney and accountant and include their address and telephone numbers

EMPLOYEE CENSUS CERTIFIED BY ______________________

COMPANY ______________________ DATE: __________ PAGE ____ OF ____

PLEASE LIST ALL EMPLOYEES WHO WERE EMPLOYED ON OR BEFORE __________ AND COMPLETE ALL COLUMNS.

TOTAL EMPLOYEES __________ TOTAL UNION EMPLOYEES __________ PLAN YEAR END __________

NAME OF EMPLOYEES LAST, FIRST	SEX	DATE OF BIRTH	DATE OF HIRE	DATE OF TERM	OCCUPATION OR TITLE	CHECK HOURS WORKED			ANNUAL COMPENSATION		
						LESS THAN 500	500 TO 1,000	MORE THAN 1,000	BASE	BONUS	TOTAL

Valuation Checklist

Profit Sharing 401(k) Plan

Plan:____

Period:____

I. <u>Plan Document Review:</u>

NOTE: Please consult and refer to Document Checklist and Determination Letter Process Checklist at this point

	yes	no	n/a
1) Is current plan document and/or amendment on file?..................................	____	____	____
Date effective:______________ Date signed:_________________ Verify name, address, EIN Verify that the plan has not changed its year-end			
2) Has the plan been restated for TRA '86 ?	____	____	____
3) Is latest copy of IRS Determination Letter on file?....................................	____	____	____
Date:_________________ Is a Determination letter pending with the IRS?...................................	____	____	____
4) Has Summary Plan Description been filed with the DOL?............................	____	____	____

5) Note below any changes in the benefit formula:

Hours to be eligible for contribution:_________
Must be employed at year end to get
a contribution: yes no
Age requirements:____________
Matching: yes no %______
Has vesting schedule changed? yes no
If yes, note new schedule below:
Year 1:
Year 2:
Year 3:
Year 4:
Year 5:
Year 6:
Year 7:

II. Review of Form 5500 ____ 5500-C ____ 5500-R

	yes	no	n/a
1) Review prior year returns, memos, correspondence files....................	____	____	____
2) Has the plan been examined by the IRS?.....	____	____	____
If yes,			
* obtain copies of the revenue agent's report................................	____	____	____
* verify that necessary adjustments have been made............................	____	____	____
* communicate any effect the changes may have on the plan sponsor's income tax returns........................	____	____	____
3) Is the employer member of a controlled group of corporations or a member of a group of businesses under common control?.........	____	____	____
If yes, are additional reports required?	____	____	____
4) Review sponsor's and plan's name, address, EIN and year-end	____	____	____

5) Number of participants BOY ____________
EOY ____________

6) Plan's top heavy ratio BOY ____________
EOY ____________

NOTE: Please consult and refer to Coverage and Benefits Checklist at this point

	yes	no	n/a
7) Was the plan involved in a merger, consolidation or transfer of assets/ liabilities?.........	____	____	____
If so, was Form 5310 filed?................	____	____	____
8) Has the plan sponsor decided to terminate the plan?.................................	____	____	____

If yes, please review the following checklists at this time:

	yes	no	n/a
Reporting Requirements...............	____	____	____
Determination Letter Checklist......	____	____	____
9) Does 5500 financial information agree with the valuation, financial statements, summary annual report ?..................	____	____	____

	yes	no	n/a
10) Does contribution on Form 5500 agree with sponsor's income tax return?.............	____	____	____
11) Were excess nondeductible contribution received / returned by the plan?........	____	____	____
If yes, was Form 5330 filed?.............	____	____	____
NOTE: Please review Discrimination Checksheet, Checklist for Highly Compensated Employees	____	____	____
Calculation of Excess Contribution and Excess Deferrals........................	____	____	____
Distribution Requirements and Forms.....	____	____	____
Checksheet for Withholding Taxes........	____	____	____
12) Determine any additional forms to be filed:			
* Schedule A - insurance information......	____	____	____
* Schedule C - service provider and trustee information...................	____	____	____
* Schedule P - annual information return and statute of limitations............	____	____	____
* Schedule SSA - separated participants with deferred benefits................	____	____	____
13) Does the plan have UBIT ?..................	____	____	____

If yes, amount ________________

14) Does the plan have an adequate fidelity bond?	____	____	____

Amount:_______________
Insurance Co.:__________________

15) What is the plan's trust EIN?___________________

III. Administrative Review:

1) Are there any loans to participants?........	____	____	____
If yes, review the plan's loan and hardship policy..........................	____	____	____
2) Any loans to sole proprietors, partners, or 5% S-Corp. shareholders?..............	____	____	____

	yes	no	n/a
3) Are copies of loan/ security agreements on file?................................	____	____	____
4) Do they comply with loan / hardship policies?	____	____	____
5) Are any loans in default?..................	____	____	____
If yes, explain and review 5500 for appropriate responses.....................	____	____	____
6) Are copies of beneficiary designations on file?................................	____	____	____
If not, make sure that the plan's sponsor keeps the originals in a safe place	____	____	____
7) Did new participants receive a copy of SPD ?	____	____	____
8) Were distribution forms, elections, W-4P's prepared for terminated participants?...	____	____	____
9) Is the plan required to file forms 1099R for distributions or P.S. 58 costs..........	____	____	____
10) Were copies of trust accounting sent to the CPA for audit?............................	____	____	____
or			
Were copies of financial statements, Form 5500 sent to the lawyer?...........	____	____	____
11) Was top-heavy status noted for following year?...................................	____	____	____
12) Was pre-anniversary census prepared for following year?....................	____	____	____

Valuation prepared by: ______________________ Date__________

Reviewed by: ________________________________ Date__________

NOTES FOR NEXT YEAR:____

____

____

TRUST BALANCE SHEET AND INCOME STATEMENT

Company : ______________________________

BALANCE SHEET

ASSETS		Beginning of the year	End of the year
Cash (Interest Bearing)		________	________
Contributions Receivable		________	________
Government Securities		________	________
Pooled Funds/Mutual Funds		________	________
Corporate (Debt & Equity Instruments)		________	________
Real Estate		________	________
Partnership		________	________
Participant Loans Balance		________	________
Insurance		________	________
Other		________	________
	Total	$ ________	$ ________
LIABILITIES			
Payables		________	________
Other		________	________
	Total	$ ________	$ ________
NET ASSETS*		$ ________	$ ________

INCOME STATEMENT

INCOME			
Employer Contributions		________	
Employee Contributions		________	
Earnings from Investments		________	
Realized Gain or (Loss)		________	
Unrealized Gain or (Loss)		________	
Other		________	
	Total		$ ________
EXPENSES			
Distributions		________	
Administrative Expenses		________	
Other		________	
	Total		$ ________
NET INCOME			$ ________

RECONCILIATION OF TRUST

1) Net Assets at Beginning of Year ________
2) Net Income ________
   Net Assets at End of Year (1+2)* ________

* Net Assets at End of Year must be the same as Balance Sheet

INFORMATION SHEET FOR FORM 5500

1. Employees on Payroll at End of the Year

(A)	Total Number of Employees	____
(B)	Employees Excluded from the Plan	____
	Minimum Age	____
	Less than 1,000 Hours	____
	Length of Service	____
	Union Employees	____
	Job Class	____
	Maximum Age	____
	Total Excluded	____
(C)	Eligible but Waived Out	____
(D)	Covered under Comparable Plan	____
(E)	Total Employees In Plan (a less than b, c & d)	____

2. Does anyone other than the committee have Discretionary Control over the Trust Assets? ____

   If Yes, Name: ____ Fees Paid: ____

3. Name of Bonding Company: ____
   Face amount of bond this year (minimum is 10% of Assets) $ ____
   ***If no bond is currently held, please call our office!**

4. How many loans are there to Participants? ____ Please attach copies of all notes and re-payment records.
   Reminder: **Current loans must be repaid at least quarterly with both Principal and Interest payments.**

   Names of terminated employees who have not yet been paid their vested benefits as of the End of the Plan Year:

NAME	TERMINATION DATE
____	____
____	____
____	____
____	____

ACCOUNTANT ____
Firm ____
Address ____
____ Phone ____
City State Zip

ATTORNEY ____
Firm ____
Address ____
____ Phone ____
City State Zip

CONTRIBUTION CONFIRMATION JOURNAL

Contributions BEFORE plan year end	
Date of Deposit	Deposit Amount
______________	$ _______ . ___
______________	$ _______ . ___
______________	$ _______ . ___
______________	$ _______ . ___

Contributions AFTER plan year end	
Date of Deposit	Deposit Amount
______________	$ _______ . ___
______________	$ _______ . ___
______________	$ _______ . ___
______________	$ _______ . ___

Tax Deduction	DEADLINE	PENALTY
	Contribution to be made BY the due date of the Business Tax Return, including EXTENSIONS	Loss of Tax Deduction
Pension Funding for	DEADLINE	PENALTY
	Contribution to be made BEFORE 8 1/2 months after the plan year end	10% excise tax on amount of under funding

Signature ______________________________ Date ________________

	MINIMUM COVERAGE UNDER 410(b) WORKSHEET Using the Ratio Percentage Test	No. of Employees	1992 Form 5500 Reference
A.	Total number of employees. Enter anyone who was employed at anytime during the year. Include leased employees and self-employed individuals.		
B.	Number of employees aggregated under family rules:		
C.	Net employees: (A–B)		Line 21.h.
	Enter the total number of employees in the following categories: 1. Employees who have not met the plan's minimum age and service requirements. 2. Collectively bargained employees (unless more than 2% of union members are professional). 3. Non-resident aliens. 4. Otherwise eligible employees but in the current year (a) have less than 500 hours of service AND (b) are not employed on the last day of the plan year		
D.	Total Statutory Exclusions		Line 21.i.
E.	Total Non-Excludable employees: (C–D)		Line 21.j.
F.	Number of Highly Compensated in the Total at E.		Line 21.l.
G.	Number of Non-Highly Compensated in the Total at E.		
H.	Number of employees benefitting under the plan. (Profit Sharing plans are tested separately from their 401(k) counterparts. For purposes of a 401(k) provision. Any employee eligible to make deferrals is counted as benefitting regardless of the amount, if any, of deferral.)		Line 21.m.
I.	Number of Highly Compensated Benefitting:		Line 21.n.
J.	Number of Non-Highly Compensated Benefitting:		
K.	Percentage of Highly Compensated employees benefitting: (I ÷ F)		
L.	Percentage of Non-Highly Compensated employees benefitting: (J ÷ G)		
M.	Percentage of includible NHEC's benefitting under the plan as a percentage of the includible HCE's benefitting under the plan: (L ÷ K)		Line 21.0.(2)

Checksheet for Withholding Taxes

Under Internal Revenue Code Section 3405(a) and 3405(b), all taxable distributions are subject to withholding.

Periodic Distributions - IRC 3405(a)

1. Withhold as if payment were wages
2. Recipient may elect to have no withholding
3. If a recipient does not file a withholding exemption certificate, the employer is to withhold as though the payee were a married individual claiming 3 withholding exemptions.

Nonperiodic Distributions Effective 1-1-93

1. Direct rollovers to a qualified plan or IRA are not subject to any withholding.

2. Amounts eligible for rollover which are distributed directly to the employee are subject to 20% mandatory withholding. Participants are to be given the safe harbor explanation of tax implications regarding plan payments 30 to 90 days prior to receiving distributions from a qualified plan. A W-4P should also be given to the participant to allow the election of additional withholding.

3. Distributions of less than $ 200.00 are exempt from withholding. All eligible rollover distributions are aggregated to determine if the $ 200.00 floor is reached.

4. The payor or plan administrator must deposit and report amounts withheld in accordance with IRC 6302. Announcement 84-40,1984-17 I.R.B. 31 describes three alternative methods of depositing withholding on distributions: (1) The payor or plan administrator may aggregate all withholding amounts under its control and report on the same report that is used for the wages of its employees. (2) The payor or plan administrator may request a separate Employer Identification Number (EIN) solely for the purpose of reporting the withholding on all plan distributions under its control. (3) The payor or plan administrator may us the EIN of the plan to report separately the withholding on distributions from each plan.

5. 1099R's must be issued to all participants receiving distributions.

Nonperiodic Distributions Prior to 12-31-92

1. Qualified Total Distributions

   Amount to be withheld shall be determined from the table.

2. Distributions which are Not Qualified Total
   Distributions are subject to 10% withholding. (Effective 1-1-93, they will be subject to 20% withholding.)

3. Prior to 1-1-93, a payee could elect not to have taxes withheld or could elect to have a specified amount or percent withheld.

The option to elect no withholding is not available if the payment is delivered outside the U.S. or its possessions.

Note: A plan administrator may be liable for the tax that should have been withheld as well as any penalties if a taxable distribution is made from a retirement plan and the payee does not elect out of the withholding - **EFFECTIVE 1-1-93 all nonperiodic distributions other than direct transfers to another qualified plan will be subject to 20% withholding requirement.**

Withholding Rate Schedule for Qualified Total Distributions Paid in 1992

(If the qualified total distribution is less than $200, no withholding is required.)

If the amount of the Qualified Total Distribution is:	Then, the amount of income tax withheld shall be:
Not over $20,000	5% of the Qualified Total Distribution
Over $ 20,000 but not over $40,000	$ 1,000 plus 13½% of excess over $ 20,000
Over $ 40,000 but not over $135,000	$ 3,700 plus 16⅔% of excess over $40,000
Over $135,000 but not over $205,000	$19,280 plus 22½% of excess over $135,000
Over $205,000 but not over $280,000	$35,030 plus 27% of excess over $205,000
Over $280,000 but not over $330,000	$55,280 plus 32% of excess over $280,000
Over $330,000	$71,280 plus 37% of excess over $330,000

TEXT OF SAFE HARBOR EXPLANATION
SPECIAL TAX NOTICE REGARDING PLAN PAYMENTS

Dear ________________________:

This notice contains important information you will need before you decide how to receive your benefits from ______________________________ (the "Plan").

SUMMARY

A payment from the Plan that is eligible for "rollover" can be taken in two ways. You have *all* or *any portion* of your payment either 1) PAID IN A "DIRECT ROLLOVER" or 2) PAID TO YOU. A rollover is a payment of your Plan benefits to your individual retirement arrangement (IRA) or to another employer plan. This choice will affect the tax you owe.

If you choose a *DIRECT ROLLOVER*

- Your payment will not be taxed in the current year and no income tax will be withheld.

- Your payment will be made directly to the IRA, or if you choose, to another employer plan that accepts your rollover.

- Your payment will be taxed later when you take it out of the IRA or the employer plan.

If you choose to have your Plan benefits *PAID TO YOU*

- You will receive only 80% of the payment because the Plan administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes.

- Your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59-1/2, you also may have to pay an additional 10% tax.

- You can roll over a distribution to your IRA or to another employer plan that accepts your rollover within 60 days of receiving the payment. The amount rolled over will not be taxed until you take it out of the IRA or employer plan.

- If you want to roll over 100% of the payment to an IRA or an employer plan, *you must find other money to replace the 20% that was withheld.* If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over.

MORE INFORMATION

I. PAYMENTS THAT CAN AND CANNOT BE ROLLED OVER

Payments from the Plan may be "eligible rollover distributions." This means that they can be rolled over to an IRA or to another employer plan that accepts rollovers. Your Plan administrator should be able to tell you what portion of your payment is an eligible rollover distribution. The following types of payments *cannot* be rolled over:

Non-taxable Payments. In general, only the "taxable portion" of your payment is an eligible rollover distribution. If you have made "after-tax" employee contributions to the Plan, these contributions will be non-taxable when they are paid to you, and they cannot be rolled over. (After-tax employee contributions generally are contributions you made from your own pay that were already taxed.)

Payments Spread Over Long Periods. You cannot roll over a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for

- your lifetime (or your life expectancy), or
- your lifetime and your beneficiary's lifetime (or life expectancies), or
- a period of ten years or more.

Required Minimum Payments. Beginning in the year you reach age 70-1/2, a certain portion of your payment cannot be rolled over because it is a "required minimum payment" that must be paid to you.

II. DIRECT ROLLOVER

You can choose a direct rollover of all or any portion of your payment that is an "eligible rollover distribution," as described above. In a direct rollover, the eligible rollover distribution is paid directly from the Plan to an IRA or another employer plan that accepts rollovers. If you choose a direct rollover, you are not taxed on a payment until you later take it out of the IRA or the employer plan.

Direct Rollover to an IRA. You can open an IRA to receive the direct rollover. (The term "IRA," as used in this notice, includes individual retirement accounts and individual retirement annuities.) If you choose to have your payment made directly to an IRA, contact an IRA sponsor (usually a financial institution) to find out how to have your payment made in a direct rollover to an IRA at that institution. If you are unsure of how to invest your money, you can temporarily establish an IRA to receive the payment. However, in choosing an IRA, you may wish to consider whether the IRA you choose will allow you to move all or a part of your payment to another IRA at a later date, without penalties or other limitations. See IRS Publication 590, *Individual Retirement Arrangements*, for more information on IRAs (including limits on how often you can roll over between IRAs).

Direct Rollover to a Plan. If you are employed by a new employer that has a plan, and you want a direct rollover to that plan, ask the administrator of that plan whether it will accept your rollover. If your new employer's plan does not accept a rollover, you can choose a direct rollover to an IRA.

Direct Rollover of a Series of Payments. If you receive eligible rollover distributions that are paid in a series for less than ten years, your choice to make or not make a direct rollover for a payment will apply to all later payments in the series until you change your election. You are free to change your election for any later payment in the series.

III. PAYMENT PAID TO YOU

If you have the payment made to you, it is subject to 20% income tax withholding. The payment is taxed in the year you receive it unless, within 60 days, you roll it over to an IRA or another plan that accepts rollovers. If you do not roll it over, special tax rules may apply.

Income Tax Withholding:

Mandatory Withholding. If any portion of the payment to you is an eligible rollover distribution, the Plan is required by law to withhold 20% of that amount. This amount is sent to the IRS as income tax withholding. For example, if your eligible rollover distribution is $10,000, only $8,000 will be paid to you because the Plan must withhold $2,000 as income tax. However, when you prepare your income tax return for the year, you will report the full $10,000 as a payment from the Plan. You will report the $2,000 as tax withheld, and it will be credited against any income tax you owe for the year.

> *Example:* Your eligible rollover distribution is $10,000, and you choose to have it paid to you. You will receive $8,000, and $2,000 will be sent to the IRS as income tax withholding. Within 60 days after receiving the $8,000, you may roll over the entire $10,000 to an IRA or employer plan. To do this, you roll over the $8,000 you received from the Plan, and you will have to find $2,000 from other sources (your savings, a loan, etc.). In this case, the entire $10,000 is not taxed until you take it out of the IRA or employer plan. If you roll over the entire $10,000, when you file your income tax return you may get a refund of the $2,000 withheld.

If, on the other hand, you roll over only $8,000, the $2,000 you did not roll over is taxed in the year it was withheld. When you file your income tax return you may get a refund of part of the $2,000 withheld. (However, any refund is likely to be larger if you roll over the entire $10,000.)

Additional 10% Tax If You Are Under Age 59-1/2. If you receive a payment before you reach age 59-1/2 and you do not roll it over, then, in addition to the regular income tax, you may have to pay an extra tax equal to 10% of the taxable portion of the payment. The additional 10% tax does not apply to your payment if it is (1) paid to you because you separate from service with your employer during or after the year you reach age 55, (2) paid because you retire due to disability, (3) paid to you as equal (or almost equal) payments over your life or life expectancy (or your and your beneficiary's lives or life expectancies), or (4) used to pay certain medical expenses. See IRS Form 5329 for more information on the additional 10% tax.

Special Tax Treatment. If your eligible rollover distribution is not rolled over, it will be taxed in the year you receive it. However, if it qualifies as a "lump sum distribution," it may be eligible for special tax treatment. A lump sum distribution is a payment, within one year, of your entire balance under the Plan (and certain other similar plans of the employer) that is payable to you because you have reached age 59-1/2 or have separated from service with your employer (or, in the case of a self-employed individual, because you have reached age 59-1/2 or have become disabled). For a payment to qualify as a lump sum distribution, you must have been a participant in the Plan for at least 5 years. The special tax treatment for lump sum distributions is described below.

> *Five-Year Averaging.* If you receive a lump sum distribution after you are age 59-1/2, you may be able to make a one-time election to figure the tax on the payment by using "5-year averaging." Five-year averaging often reduces the tax you owe because it treats the payment much as if it were paid over 5 years.
>
> *Ten-Year Averaging If You Were Born Before January 1, 1936.* If you receive a lump sum distribution and you were born before January 1, 1936, you can make a one-time election to figure the tax on the payment by using "10-year averaging" (using 1986 tax rates) instead of 5-year averaging (using current tax rates). Like the 5-year averaging rules, 10-year averaging often reduces the tax you owe.
>
> *Capital Gain Treatment If You Were Born Before January 1, 1936.* In addition, if you receive a lump sum distribution and you were born before January 1, 1936, you may elect to have part of your payment that is attributable to your pre-1974 participation in the Plan (if any) taxed as long-term capital gain at a rate of 20%.

There are other limits on the special tax treatment for lump sum distributions. For example, you can generally elect this special tax treatment only once in your lifetime, and the election applies to all lump sum distributions that you receive in that same year. If you have previously rolled over a payment from the Plan (or certain other similar plans of the employer), you cannot use this special tax treatment for later payments from the Plan. If you roll over your payment to an IRA, you will not be able to use this special tax treatment for later payments from the IRA. Also, if you roll over only a portion of your payment to an IRA, this special tax treatment is not available for the rest of the payment. Additional restrictions are described in IRS Form 4972, which has more information on lump sum distributions and how you elect the special tax treatment.

Employer Stock or Securities. There is a special rule for a payment from the Plan that includes employer stock (or other employer securities). To use this special rule, 1) the payment must qualify as a lump sum distribution, as described above (or would qualify except that you do not yet have 5 years of participation in the Plan), or 2) the employer stock included in the payment must be attributable to "after-tax" employee contributions, if any. Under this special rule, you may have the option of not paying tax on the "net unrealized appreciation" of the stock until you sell the stock. Net unrealized appreciation generally is the increase in the value of the employer stock while it was held by the Plan.

For example, if employer stock was contributed to your Plan account when the stock was worth $1,000 but the stock was worth $1,200 when you received it, you would not have to pay tax on the $200 increase in value until you later sold the stock.

You may instead elect not to have the special rule apply to the net unrealized appreciation. In this case, your net unrealized appreciation will be taxed in the year you receive the stock, unless you roll over the stock. The stock (including any net unrealized appreciation) can be rolled over to an IRA or another employer plan either in a direct rollover or a rollover that you make yourself.

If you receive employer stock in a payment that qualifies as a lump sum distribution, the special tax treatment for lump sum distributions described above (such as 5-year averaging) also may apply. See IRS Form 4972 for additional information on these rules.

IV. SURVIVING SPOUSES, ALTERNATIVE PAYEES, AND OTHER BENEFICIARIES

In general, the rules summarized above that apply to payments to employees also apply to payments to surviving spouses of employees and to spouses or former spouses who are "alternate payees." You are an alternate payee if your interest in the Plan results from a "qualified domestic relations order," which is an order issued by a court, usually in connection with a divorce or legal separation. Some of the rules summarized above also apply to a deceased employee's beneficiary who is not a spouse. However, there are some exceptions for payments to surviving spouses, alternate payees, and other beneficiaries that should be mentioned.

If you are a surviving spouse, you may choose to have an eligible rollover distribution paid in a direct rollover to an IRA or paid to you. If you have the payment paid to you, you can keep it or roll it over yourself to an IRA but you cannot roll it over to an employer plan. If you are an alternate payee, you have the same choices as the employee. Thus, you can have the payment paid as a direct rollover or paid to you. If you have it paid to you, you can keep it or roll it over yourself to an IRA or to another employer plan that accepts rollovers. If you are a beneficiary other than the surviving spouse, you *cannot* choose a direct rollover, and you *cannot* roll over the payment yourself.

If you are a surviving spouse, an alternate payee, or another beneficiary, your payment is not subject to the additional 10% tax described in section III above, even if you are younger than age 59-1/2.

If you are a surviving spouse, an alternate payee, or another beneficiary, you may be able to use the special tax treatment for lump sum distributions and the special rule for payments that include employer stock, as described in section III above. If you receive a payment because of the employee's death, you may be able to treat the payment as a lump sum distribution if the employee met the appropriate age requirements, whether or not the employee had 5 years of participation in the Plan.

HOW TO OBTAIN ADDITIONAL INFORMATION

This notice summarizes only the federal (not state or local) tax rules that might apply to your payment. The rules described above are complex and contain many conditions and exceptions that are not included in this notice. Therefore, you may want to consult with a professional tax advisor *before* you take a payment of your benefits from the Plan. Also, you can find more specific information on the tax treatment of payments from qualified retirement plans in IRS Publication 575, *Pension and Annuity Income*, and IRS Publication 590, *Individual Retirement Arrangements*. These publications are available from your local IRS office by calling 1-800-TAX-FORMS.

1993 Form W-4P

Department of the Treasury
Internal Revenue Service

What Is Form W-4P? This form is for recipients of income from annuity, pension, and certain other deferred compensation plans to tell payers whether income tax is to be withheld and on what basis. The options available to the recipient depend on whether the payment is periodic or nonperiodic (including an eligible rollover distribution) as explained on page 3.

Recipients can use this form to choose to have no income tax withheld from the payment (except for eligible rollover distributions or payments to U.S. citizens delivered outside the United States or its possessions) or to have an additional amount of tax withheld.

What Do You Need To Do? Recipients who want no tax to be withheld can skip the worksheet below and go directly to the form at the bottom of this page. All others should complete lines A through F of the worksheet. Many recipients can stop at line F.

Other Income? If you have a large amount of income from other sources not subject to withholding (such as interest, dividends, or taxable social security), you should consider making estimated tax payments using **Form 1040-ES,** Estimated Tax for Individuals. Call 1-800-829-3676 for copies of Form 1040-ES, and **Pub. 505,** Tax Withholding and Estimated Tax.

When Should I File? File as soon as possible to avoid underwithholding problems.

Multiple Pensions? More Than One Income? To figure the number of allowances you may claim, combine allowances and income subject to withholding from all sources on one worksheet. You can file a Form W-4P with each pension payer, but do not claim the same allowances more than once. Your withholding will usually be more accurate if you claim all allowances on the largest source of income subject to withholding.

Personal Allowances Worksheet For 1993, the value of your personal exemption(s) is reduced if your income is over $108,450 ($162,700 if married filing jointly, $135,600 if head of household, or $81,350 if married filing separately). Get **Pub. 919,** Is My Withholding Correct for 1993? for details. Call 1-800-829-3676 to order this publication.

A Enter "1" for **yourself** if no one else can claim you as a dependent . . . . **A** ______

B Enter "1" if:
- You are single and have only one pension; or
- You are married, have only one pension, and your spouse has no income subject to withholding; or
- Your income from a second pension or a job, or your spouse's pension or wages (or the total of all) is $1,000 or less.

. . . . **B** ______

C Enter "1" for your **spouse**. You may choose to enter -0- if you are married and have either a spouse who has income subject to withholding or you have more than one source of income subject to withholding. (This may help you avoid having too little tax withheld.) . . . . **C** ______

D Enter number of **dependents** (other than your spouse or yourself) you will claim on your return . . . . . . **D** ______

E Enter "1" if you will file as a **head of household** on your tax return . . . . **E** ______

F Add lines A through E and enter total here . . . . ▶ **F** ______

For accuracy, do all worksheets that apply.

- If you plan to itemize or claim other deductions and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you have more than one source of income subject to withholding or a spouse with income subject to withholding AND your combined earnings from all sources exceed $30,000, or $50,000 if you are married filing a joint return, see the **Multiple Pensions/More Than One Income Worksheet** on page 2 if you want to avoid having too little tax withheld.
- If **neither** of the above situations applies to you, **stop here** and enter the number from line F on line 2 of Form W-4P below.

············· **Cut here and give the certificate to the payer of your pension or annuity. Keep the top portion for your records.** ·············

Form **W-4P**
Department of the Treasury
Internal Revenue Service

Withholding Certificate for Pension or Annuity Payments

OMB No. 1545-0415

1993

Type or print your full name	Your social security number
Home address (number and street or rural route)	Claim or identification number (if any) of your pension or annuity contract
City or town, state, and ZIP code	

Complete the following applicable lines:

1 I elect not to have income tax withheld from my pension or annuity. (Do not complete lines 2 or 3.) . . . . ▶ ☐

2 I want my withholding from each **periodic** pension or annuity payment to be figured using the number of allowances and marital status shown. (You may also designate an amount on line 3.) . . . . ▶ ______ (Enter number of allowances.)

Marital status: ☐ Single ☐ Married ☐ Married, but withhold at higher Single rate

3 I want the following additional amount withheld from each pension or annuity payment. **Note:** *For periodic payments, you cannot enter an amount here without entering the number (including zero) of allowances on line 2* . . . ▶ $

Your signature ▶ Date ▶

Cat. No. 10225T

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Deductions and Adjustments Worksheet

NOTE: *Use this Worksheet only if you plan to itemize deductions or claim adjustments to income on your 1993 tax return.*

1.	Enter an estimate of your 1993 itemized deductions. These include: qualifying home mortgage interest, charitable contributions, state and local taxes (but not sales taxes), medical expenses in excess of 7.5% of your income, and miscellaneous deductions in excess of 2% of your income. (For 1993, you may have to reduce your itemized deductions if your income is over $108,450 ($54,225 if married filing separately). Get Pub. 919 for details.)	1	$
2.	Enter: $6,200 if married filing jointly or qualifying widow(er); $5,450 if head of household; $3,700 if single; $3,100 if married filing separately	2	$
3.	**Subtract** line 2 from line 1. If line 2 is greater than line 1, enter -0-	3	$
4.	Enter estimate of your 1993 adjustments to income. These include alimony paid and deductible IRA contributions	4	$
5.	**Add** lines 3 and 4 and enter the total	5	$
6.	Enter an estimate of your 1993 income not subject to withholding (such as dividends or interest income)	6	$
7.	**Subtract** line 6 from line 5. Enter the result, but not less than zero	7	$
8.	**Divide** the amount on line 7 by $2,500 and enter the result here. Drop any fraction	8	
9.	Enter the number from **Personal Allowances Worksheet,** line F, on page 1	9	
10.	**Add** lines 8 and 9 and enter the total here. If you plan to use the **Multiple Pensions/More Than One Income Worksheet,** also enter the total on line 1 below. Otherwise **stop here** and enter this total on Form W-4P, line 2 on page 1	10	

Multiple Pensions/More Than One Income Worksheet

NOTE: *Use this Worksheet only if the instructions under line F on page 1 direct you here. This applies if you (and your spouse if married filing a joint return) have more than one source of income subject to withholding (such as more than one pension, or a pension and a job, or you have a pension and your spouse works).*

1.	Enter the number from line F on page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**)	1	
2.	Find the number in **Table 1** below that applies to the **LOWEST** paying pension or job and enter it here	2	
3.	If line 1 is **GREATER THAN OR EQUAL TO** line 2, **subtract** line 2 from line 1. Enter the result here (if zero, enter -0-) and on Form W-4P, line 2, page 1. **Do not** use the rest of this worksheet	3	
4.	If line 1 is **LESS THAN** line 2, enter -0- on Form W-4P, line 2, page 1, and enter the number from line 2 of this worksheet here	4	
5.	Enter the number from line 1 of this worksheet	5	
6.	**Subtract** line 5 from line 4 and enter the result here	6	
7.	Find the amount in **Table 2** below that applies to the **HIGHEST** paying pension or job and enter it here	7	$
8.	**Multiply** line 7 by line 6 and enter the result here	8	$
9.	**Divide** line 8 by the number of pay periods in each year. (For example, divide by 12 if you are paid every month.) Enter the result here and on Form W-4P, line 3, page 1. This is the additional amount to be withheld from each payment	9	$

Table 1: Multiple Pensions/More Than One Income Worksheet

Married Filing Jointly		All Others	
If amount from **LOWEST** paying pension or job is—	Enter on line 2, above	If amount from **LOWEST** paying pension or job is—	Enter on line 2, above
0 - $3,000	0	0 - $6,000	0
3,001 - 8,000	1	6,001 - 11,000	1
8,001 - 13,000	2	11,001 - 15,000	2
13,001 - 18,000	3	15,001 - 19,000	3
18,001 - 22,000	4	19,001 - 24,000	4
22,001 - 27,000	5	24,001 - 50,000	5
27,001 - 31,000	6	50,001 and over	6
31,001 - 35,000	7		
35,001 - 40,000	8		
40,001 - 60,000	9		
60,001 - 85,000	10		
85,001 and over	11		

Table 2: Multiple Pensions/More Than One Income Worksheet

Married Filing Jointly		All Others	
If amount from **HIGHEST** paying pension or job is—	Enter on line 7, above	If amount from **HIGHEST** paying pension or job is—	Enter on line 7, above
0 - $50,000	$350	0 - $30,000	$350
50,001 - 100,000	660	30,001 - 60,000	660
100,001 and over	730	60,001 and over	730

Paperwork Reduction Act Notice.—We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3405 and 6109 and their regulations. Failure to provide this information may result in inaccurate withholding on your payment(s).

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping	40 min.
Learning about the law or the form	20 min.
Preparing the form	49 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form more simple, we would be happy to hear from you. You can write to both the **Internal Revenue Service,** Washington, DC 20224, Attention: IRS Reports Clearance Officer, T:FP; and the **Office of Management and Budget,** Paperwork Reduction Project (1545-0415), Washington, DC 20503. **DO NOT** send the tax form to either of these offices. Instead, give it to your payer.

Changes for 1993

Beginning on January 1, 1993, you will no longer have the option of claiming exemption from withholding for eligible rollover distributions from qualified pension or annuity plans (e.g., 401(k) pension plans) or tax sheltered annuity plans. See Pub. 505 for more details. Plan payers will be required to withhold 20% from all such distributions from qualified pension or tax sheltered annuity plans.

Exception. The only way to avoid this 20% withholding is to have the plan administrator transfer your distribution amount to an IRA or qualified pension or annuity plan in a **direct rollover.** See Pub. 505 for more information on how to make a direct rollover.

If you receive an eligible rollover distribution and roll over the entire amount within 60 days, it will not be taxable. However, because the plan payer must withhold 20% of the distribution, you would have to add this 20% from your own funds to the amount you received to roll over the entire amount of the distribution. For example, if you had a $100,000 eligible rollover distribution, the plan administrator would withhold $20,000 and you would receive $80,000. To roll over the entire $100,000 distribution, you would have to reinvest the $80,000 you received plus $20,000 from your own funds in an IRA or qualified pension plan within 60 days. You would recover the withheld $20,000 when you file your next tax return.

If you rolled over only the amount received from the distribution, the remaining 20% ($20,000 in the above example) would be taxable. In addition, you would be liable for an additional 10% excise tax on the taxable amount if you are under age 59½.

Withholding From Pensions and Annuities

Generally, withholding applies to payments made from pension, profit-sharing, stock bonus, annuity, and certain deferred compensation plans; from individual retirement arrangements (IRAs); and from commercial annuities. The method and rate of withholding depends upon the kind of payment you receive.

Periodic payments from all of the items above are treated as wages for the purpose of withholding. A periodic payment is one that is includible in your income for tax purposes and that you receive in installments at regular intervals over a period of more than 1 full year from the starting date of the pension or annuity. The intervals can be annual, quarterly, monthly, etc.

You can use Form W-4P to change the amount of tax to be withheld by using lines 2 and 3 of the form or to exempt the payments from withholding by using line 1 of the form. This exemption from withholding does not apply to certain recipients who have payments delivered outside the United States or its possessions. See **Exemption From Income Tax Withholding** later.

Caution: *Remember that there are penalties for not paying enough tax during the year, either through withholding or estimated tax payments. New retirees, especially, should see Pub. 505. It explains the estimated tax requirements and penalties in detail. You may be able to avoid quarterly estimated tax payments by having enough tax withheld from your pension or annuity using Form W-4P.*

Unless you tell your payer otherwise, tax must be withheld on **periodic** payments if your pension or annuity is more than $1,104 a month ($13,250 a year).

There are some kinds of periodic payments for which you **cannot** use Form W-4P since they are already defined as wages subject to income tax withholding. Retirement pay for service in the Armed Forces of the United States generally falls into this category. Certain nonqualified deferred compensation plans and state and local deferred compensation plans described in section 457 also fall into this category. Your payer should be able to tell you whether Form W-4P will apply. Social security payments are not subject to withholding but may be includible in income.

For periodic payments, your certificate stays in effect until you change or revoke it. Your payer must notify you each year of your right to elect to have no tax withheld or to revoke your election.

Nonperiodic payments will have income tax withheld at a flat 10% rate unless the payment is an eligible rollover distribution. Tax will be withheld from an eligible rollover distribution at a flat 20% rate, unless the entire distribution is transferred by the plan administrator in a direct rollover to an IRA or qualified pension plan. (See the **Changes for 1993** section above for more details.)

Distributions from an IRA that are payable upon demand are treated as nonperiodic payments. You can elect to have no income tax withheld from a nonperiodic payment, except for an eligible rollover distribution as discussed above, by filing Form W-4P with the payer and checking the box on line 1. Generally, your election to have no tax withheld will apply to any later payment from the same plan. You cannot use line 2 to change the way tax is withheld. But you may use line 3 to specify that an additional amount be withheld.

Exemption From Income Tax Withholding

The election to be exempt from income tax withholding does not apply to any periodic payment or nonperiodic distribution that is delivered outside the United States or its possessions to a U.S. citizen or resident alien.

Other recipients who have these payments delivered outside the United States or its possessions can elect exemption only if an individual certifies to the payer that the individual is not: (1) a U.S. citizen or resident alien or (2) an individual to whom section 877 of the Internal Revenue Code applies (concerning expatriation to avoid tax). The certification must be made in a statement to the payer under the penalties of perjury. A nonresident alien who elects exemption from withholding under section 3405 is subject to withholding under section 1441.

Revoking the Exemption From Withholding

If you want to revoke your previously filed exemption from withholding for periodic payments, file another Form W-4P with the payer. If you want tax withheld at the rate set by law, write "Revoked" by the checkbox on line 1 of the form. If you want tax withheld at any different rate, complete line 2 on the form.

If you want to revoke your previously filed exemption for nonperiodic payments, write "Revoked" by the checkbox on line 1 and file Form W-4P with the payer.

Statement of Income Tax Withheld From Your Pension or Annuity

By January 31 of next year, you will receive a statement from your payer showing the total amount of your pension or annuity payments and the total income tax withheld during the year.

CHECKLIST FOR HIGHLY COMPENSATED AND KEY EMPLOYEES

HIGHLY COMPENSATED:

IRC section 1.414(q) defines as an employee one who, during the plan year or during the preceding 12-month period:

1. Is a more than 5% owner.

2. Has compensation in excess of $75,000 (indexed, 1992 = $93,518, 1993 = $96,368).

3. Has compensation in excess of $50,000 and is part of the top paid 20% group of employees (indexed, 1992 = $62,345, 1993 = $64,245).

4. Has compensation in excess of $45,000 (one-half of section 415 limit) and is an officer (indexed, 1992 = $56,110.50, 1993 = 56,110.50).

   NOTE: Do not take into account more officers than the lessor of (a) 50 or (b) the greater of three or 10% of employees.

KEY EMPLOYEES (For Top-Heavy Testing):

IRC section 1.414(q)(1) defines a key employee as any employee or former employee who:

1. Has > $56,110.50 (1992), $56,110.50 (1993) of compensation and is an officer.

2. Has > $30,000 (IRC sec. 415 (c)(1)(a) of compensation and is in the top 10% ownership.

3. > 5% owner.

4. > 1% owner and > $150,000 compensation (IRC sec. 416(i)(1)(A).

   NOTE: All that meet key employee definition will also have met highly compensated definition.

TABLE FOR
DETERMINING APPLICABLE
DIVISOR IN CALCULATING MINIMUM DISTRIBUTIONS

Age of the Employee	Applicable Divisor
70	26.2
71	25.3
72	24.4
73	23.5
74	22.7
75	21.8
76	20.9
77	20.1
78	19.2
79	18.4
80	17.6
81	16.8
82	16.0
83	15.3
84	14.5
85	13.8
86	13.1
87	12.4
88	11.8
89	11.1
90	10.5
91	9.9
92	9.4
93	8.8
94	8.3
95	7.8
96	7.3
97	6.8
98	6.5
99	6.1
100	5.7
101	5.3
102	5.0
103	4.7
104	4.4
105	4.1
106	3.8
107	3.6
108	3.3
109	3.1
110	2.8
111	2.6
112	2.4
113	2.2
114	2.0
115 and older	1.8

1/89

TABLE V - ORDINARY LIFE ANNUITIES

ONE LIFE - EXPECTED RETURN MULTIPLES

AGE	MULTIPLE	AGE	MULTIPLE	AGE	MULTIPLE
5	76.6	42	40.6	79	10.0
6	75.6	43	39.6	80	9.5
7	74.7	44	38.7	81	8.9
8	73.7	45	37.7	82	8.4
9	72.7	46	36.8	83	7.9
10	71.7	47	35.9	84	7.4
11	70.7	48	34.9	85	6.9
12	69.7	49	34.0	86	6.5
13	68.8	50	33.1	87	6.1
14	67.8	51	32.2	88	5.7
15	66.8	52	31.3	89	5.3
16	65.8	53	30.4	90	5.0
17	64.8	54	29.5	91	4.7
18	63.9	55	28.6	92	4.4
19	62.9	56	27.7	93	4.1
20	61.9	57	26.8	94	3.9
21	60.9	58	25.9	95	3.7
22	59.9	59	25.0	96	3.4
23	59.9	60	24.2	97	3.2
24	58.9	61	23.3	98	3.0
25	57.9	62	22.5	99	2.8
26	56.0	63	21.6	100	2.7
27	55.1	64	20.8	101	2.5
28	54.1	65	20.0	102	2.3
29	53.1	66	19.2	103	2.1
30	52.2	67	18.4	104	1.9
31	51.2	68	17.8	105	1.8
32	50.2	69	16.8	106	1.6
33	49.3	70	16.0	107	1.4
34	48.3	71	15.3	108	1.3
35	47.3	72	14.6	109	1.1
36	46.4	73	13.9	110	1.0
37	45.4	74	13.2	111	.9
38	44.4	75	12.5	112	.8
39	43.5	76	11.9	113	.7
40	42.5	77	11.2	114	.6
41	41.5	78	10.6	115	.5

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES

TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	5	6	7	8	9	10	11	12	13	14
5	83.8	83.3	82.8	82.4	82.0	81.6	81.2	80.9	80.6	80.3
6	83.3	82.8	82.3	81.8	81.4	81.0	80.6	80.3	79.9	79.6
7	82.8	82.3	81.8	81.3	80.9	80.4	80.0	79.6	79.3	78.9
8	82.4	81.6	81.3	80.8	80.3	79.9	79.4	79.0	78.6	78.3
9	82.0	81.4	80.9	80.3	79.8	79.3	78.9	78.4	78.0	77.6
10	81.6	81.0	80.4	79.9	79.3	78.8	78.3	77.9	77.4	77.0
11	81.2	80.6	80.0	79.4	78.9	78.3	77.8	77.3	76.9	76.4
12	80.9	80.3	79.6	79.0	78.4	77.9	77.3	76.8	76.3	75.9
13	80.6	79.9	79.3	78.6	78.0	77.4	76.9	76.3	75.8	75.3
14	80.3	79.6	78.9	78.3	77.6	77.0	76.4	75.9	75.3	74.8
15	80.0	79.3	78.6	77.9	77.3	76.6	76.0	75.4	74.9	74.3
16	79.8	79.0	78.3	77.6	76.9	76.3	75.6	75.0	74.4	73.9
17	79.5	78.8	78.0	77.3	76.6	75.9	75.3	74.6	74.0	73.4
18	79.3	78.5	77.8	77.0	76.3	75.6	74.9	74.3	73.6	73.0
19	79.1	78.3	77.5	76.8	76.0	75.3	74.6	73.9	73.3	72.6
20	78.9	78.1	77.3	76.5	75.8	75.0	74.3	73.6	72.9	72.3
21	78.7	77.9	77.1	76.3	75.5	74.8	74.0	73.3	72.6	71.9
22	78.6	77.7	76.9	76.1	75.3	74.5	73.8	73.0	72.3	71.6
23	78.4	77.6	76.7	75.9	75.1	74.3	73.5	72.8	72.0	71.3
24	78.3	77.4	76.6	75.7	74.9	74.1	73.3	72.6	71.8	71.1
25	78.2	77.3	76.4	75.6	74.8	73.9	73.1	72.3	71.6	70.8
26	78.0	77.2	76.3	75.4	74.6	73.8	72.9	72.1	71.3	70.6
27	77.9	77.1	76.2	75.3	74.4	73.6	72.8	71.9	71.1	70.3
28	77.8	76.9	76.1	75.2	74.3	73.4	72.6	71.8	70.9	70.1
29	77.7	76.8	76.0	75.1	74.2	73.3	72.5	71.6	70.8	70.0
30	77.7	76.8	75.9	75.0	74.1	73.2	72.3	71.5	70.6	69.8
31	77.6	76.7	75.8	74.9	74.0	73.1	72.2	71.3	70.5	69.6
32	77.5	76.6	75.7	74.8	73.9	73.0	72.1	71.2	70.3	69.5
33	77.5	76.5	75.6	74.7	73.8	72.9	72.0	71.1	70.2	69.3
34	77.4	76.5	75.5	74.6	73.7	72.8	71.9	71.0	70.1	69.2
35	77.3	76.4	75.5	74.5	73.6	72.7	71.8	70.9	70.0	69.1
36	77.3	76.3	75.4	74.5	73.5	72.6	71.7	70.8	69.9	69.0
37	77.2	76.3	75.4	74.4	73.5	72.6	71.6	70.7	69.8	68.9
38	77.2	76.2	75.3	74.4	73.4	72.5	71.6	70.6	69.7	68.8
39	77.2	76.2	75.3	74.3	73.4	72.4	71.5	70.6	69.6	68.7
40	77.1	76.2	75.2	74.3	73.3	72.4	71.4	70.5	69.6	68.6
41	77.1	76.1	75.2	74.2	73.3	72.3	71.4	70.4	69.5	68.6
42	77.0	76.1	75.1	74.2	73.2	72.3	71.3	70.4	69.4	68.5
43	77.0	76.1	75.1	74.1	73.2	72.2	71.3	70.3	69.4	68.5
44	77.0	76.0	75.1	74.1	73.1	72.2	71.2	70.3	69.3	68.4
45	77.0	76.0	75.0	74.1	73.1	72.2	71.2	70.2	69.3	68.4
46	76.9	76.0	75.0	74.0	73.1	72.1	71.2	70.2	69.3	68.3
47	76.9	75.9	75.0	74.0	73.1	72.1	71.1	70.2	69.2	68.3

TABLE VI - TWO LIVES - CONTINUED

AGES	5	6	7	8	9	10	11	12	13	14
48	76.9	75.9	75.0	74.0	73.0	72.1	71.1	70.1	69.2	68.2
49	76.9	75.9	74.9	74.0	73.0	72.0	71.1	70.1	69.1	68.2
50	76.9	75.9	74.9	73.9	73.0	72.0	71.0	70.1	69.1	68.2
51	76.8	75.9	74.9	73.9	73.0	72.0	71.0	70.1	69.1	68.1
52	76.8	75.9	74.9	73.9	72.9	72.0	71.0	70.0	69.1	68.1
53	76.8	75.8	74.9	73.9	72.9	71.9	71.0	70.0	69.0	68.1
54	76.8	75.8	74.8	73.9	72.9	71.9	71.0	70.0	69.0	68.1
55	76.8	75.8	74.8	73.9	72.9	71.9	70.9	70.0	69.0	68.0
56	76.8	75.8	74.8	73.8	72.9	71.9	70.9	69.9	69.0	68.0
57	76.8	75.8	74.8	73.8	72.9	71.9	70.9	69.9	69.0	68.0
58	76.8	75.8	74.8	73.8	72.8	71.9	70.9	69.9	68.9	68.0
59	76.7	75.8	74.8	73.8	72.8	71.9	70.9	69.9	68.9	68.0
60	76.7	75.8	74.8	73.8	72.8	71.8	70.9	69.9	68.9	67.9
61	76.7	75.7	74.8	73.8	72.8	71.8	70.9	69.9	68.9	67.9
62	76.7	75.7	74.8	73.8	72.8	71.8	70.8	69.9	68.9	67.9
63	76.7	75.7	74.8	73.8	72.8	71.8	70.8	69.9	68.9	67.9
64	76.7	75.7	74.7	73.8	72.8	71.8	70.8	69.8	68.9	67.9
65	76.7	75.7	74.7	73.8	72.8	71.8	70.8	69.8	68.9	67.9
66	76.7	75.7	74.7	73.7	72.8	71.8	70.8	69.8	68.9	67.9
67	76.7	75.7	74.7	73.7	72.8	71.8	70.8	69.8	68.8	67.9
68	76.7	75.7	74.7	73.7	72.8	71.8	70.8	69.8	68.8	67.9
69	76.7	75.7	74.7	73.7	72.7	71.8	70.8	69.8	68.8	67.8
70	76.7	75.7	74.7	73.7	72.7	71.8	70.8	69.8	68.8	67.8
71	76.7	75.7	74.7	73.7	72.7	71.8	70.8	69.8	68.8	67.8
72	76.7	75.7	74.7	73.7	72.7	71.8	70.8	69.8	68.8	67.8
73	76.7	75.7	74.7	73.7	72.7	71.7	70.8	69.8	68.8	67.8
74	76.7	75.7	74.7	73.7	72.7	71.7	70.8	69.8	68.8	67.8
75	76.7	75.7	74.7	73.7	72.7	71.7	70.8	69.8	68.8	67.8
76	76.6	75.7	74.7	73.7	72.7	71.7	70.8	69.8	68.8	67.8
77	76.6	75.7	74.7	73.7	72.7	71.7	70.8	69.8	68.8	67.8
78	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
79	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
80	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
81	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
82	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
83	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
84	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
85	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
86	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
87	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
88	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.8	68.8	67.8
89	76.6	75.7	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
90	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
91	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
92	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
93	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8

TABLE VI - TWO LIVES - CONTINUED

AGES	5	6	7	8	9	10	11	12	13	14
94	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
95	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
96	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
97	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
98	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
99	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
100	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
101	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
102	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
103	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
104	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
105	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
106	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
107	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
108	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
109	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
110	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
111	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
112	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
113	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
114	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8
115	76.6	75.6	74.7	73.7	72.7	71.7	70.7	69.7	68.8	67.8

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES
TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	15	16	17	18	19	20	21	22	23	24
15	73.8	73.3	72.9	72.4	72.0	71.6	71.3	70.9	70.6	70.3
16	73.3	72.8	72.3	71.9	71.4	71.0	70.7	70.3	70.0	69.6
17	72.9	72.3	71.8	71.3	70.9	70.5	70.0	69.7	69.3	69.0
18	72.4	71.9	71.3	70.8	70.4	69.0	69.5	69.9	68.7	68.3
19	72.0	71.4	70.9	70.4	69.8	69.4	68.9	68.5	68.1	67.7
20	71.6	71.0	70.5	69.9	69.4	68.8	68.4	67.9	67.5	67.1
21	71.3	70.7	70.0	69.5	68.9	68.4	67.9	67.4	66.9	66.5
22	70.9	70.3	69.7	69.0	68.5	67.9	67.4	66.9	66.4	65.9
23	70.6	70.0	69.3	68.7	68.1	67.5	66.9	66.4	65.9	65.4
24	70.3	69.6	69.0	68.3	67.7	67.1	66.5	65.9	65.4	64.9
25	70.1	69.3	68.6	68.0	67.3	66.7	66.1	65.5	64.9	64.4
26	69.8	69.1	68.3	67.6	67.0	66.3	65.7	65.1	64.5	63.9
27	69.6	68.8	68.1	67.3	66.7	66.0	65.3	64.7	64.1	63.5
28	69.3	68.6	67.8	67.1	66.4	65.7	65.0	64.3	63.7	63.1

TABLE VI - TWO LIVES - CONTINUED

AGES	15	16	17	18	19	20	21	22	23	24
29	69.1	68.4	67.6	66.8	66.1	65.4	64.7	64.0	63.3	62.7
30	69.0	68.2	67.4	66.6	65.8	65.1	64.4	63.7	63.0	62.3
31	68.8	68.0	67.2	66.4	65.6	64.8	64.1	63.4	62.7	62.0
32	68.6	67.8	67.0	66.2	65.4	64.6	63.8	63.1	62.4	61.7
33	68.5	67.6	66.8	66.0	65.2	64.4	63.6	62.8	62.1	61.4
34	68.3	67.5	66.6	65.8	65.0	64.2	63.4	62.6	61.9	61.1
35	68.2	67.4	66.5	65.6	64.8	64.0	63.2	62.4	61.6	60.9
36	68.1	67.2	66.4	65.5	64.7	63.8	63.0	62.2	61.4	60.6
37	68.0	67.1	66.2	65.4	64.5	63.7	62.8	62.0	61.2	60.4
38	67.9	67.0	66.1	65.2	64.4	63.5	62.7	61.8	61.0	60.2
39	67.8	66.9	66.0	65.1	64.2	63.4	62.5	61.7	60.8	60.0
40	67.7	66.8	65.9	65.0	64.1	63.3	62.4	61.5	60.7	59.9
41	67.7	66.7	65.8	64.9	64.0	63.1	62.3	61.4	60.5	59.7
42	67.6	66.7	65.7	64.8	63.9	63.0	62.2	61.3	60.4	59.6
43	67.5	66.6	65.7	64.8	63.8	62.9	62.1	61.2	60.3	59.4
44	67.5	66.5	65.6	64.7	63.8	62.9	62.0	61.1	60.2	59.3
45	67.4	66.5	65.5	64.6	63.7	62.8	61.9	61.0	60.1	59.2
46	67.4	66.4	65.4	64.6	63.6	62.7	61.8	60.9	60.0	59.1
47	67.3	66.4	65.4	64.5	63.6	62.6	61.7	60.8	59.9	59.0
48	67.3	66.3	65.4	64.4	63.5	62.6	61.6	60.7	59.8	58.9
49	67.2	66.3	65.3	64.4	63.5	62.5	61.6	60.7	59.7	58.8
50	67.2	66.2	65.3	64.3	63.4	62.5	61.5	60.6	59.7	58.8
51	67.2	66.2	65.3	64.3	63.4	62.4	61.5	60.5	59.6	58.7
52	67.1	66.2	65.2	64.3	63.3	62.4	61.4	60.5	59.6	58.6
53	67.1	66.2	65.2	64.2	63.3	62.3	61.4	60.4	59.5	58.6
54	67.1	66.1	65.2	64.2	63.2	62.3	61.3	60.4	59.5	58.5
55	67.1	65.1	65.1	64.2	63.2	62.3	61.3	60.4	59.4	58.5
56	67.0	66.1	65.1	64.1	63.2	62.2	61.3	60.3	59.4	58.4
57	67.0	66.1	65.1	64.1	63.2	62.2	61.2	60.3	59.3	58.4
58	67.0	66.0	65.1	64.1	63.1	62.2	61.2	60.3	59.3	58.4
59	67.0	66.0	65.0	64.1	63.1	62.1	61.2	60.2	59.3	58.3
60	67.0	66.0	65.0	64.1	63.1	62.1	61.2	60.2	59.2	58.3
61	67.0	66.0	65.0	64.0	63.1	62.1	61.1	60.2	59.2	58.3
62	66.9	66.0	65.0	64.0	63.1	62.1	61.1	60.2	59.2	58.2
63	66.9	66.0	65.0	64.0	63.0	62.1	61.1	60.1	59.2	58.2
64	66.9	65.9	65.0	64.0	63.0	62.1	61.1	60.1	59.2	58.2
65	66.9	65.9	65.0	64.0	63.0	62.0	61.1	60.1	59.1	58.2
66	66.9	65.9	64.9	64.0	63.0	62.0	61.1	60.1	59.1	58.2
67	66.9	65.9	64.9	64.0	63.0	62.0	61.1	60.1	59.1	58.1
68	66.9	65.9	64.9	64.0	63.0	62.0	61.0	60.1	59.1	58.1
69	66.9	65.9	64.9	63.9	63.0	62.0	61.0	60.0	59.1	58.1
70	66.9	65.9	64.9	63.9	63.0	62.0	61.0	60.0	59.1	58.1
71	66.9	65.9	64.9	63.9	62.9	62.0	61.0	60.0	59.1	58.1

TABLE VI - TWO LIVES - CONTINUED

AGES	15	16	17	18	19	20	21	22	23	24
72	66.9	65.9	64.9	63.9	62.9	62.0	61.0	60.0	59.0	58.1
73	66.8	65.9	64.9	63.9	62.9	62.0	61.0	60.0	59.0	58.1
74	66.8	65.9	64.9	63.9	62.9	62.0	61.0	60.0	59.0	58.1
75	66.8	65.9	64.9	63.9	62.9	61.9	61.0	60.0	59.0	58.1
76	66.8	65.9	64.9	63.9	62.9	61.9	61.0	60.0	59.0	58.0
77	66.8	65.9	64.9	63.9	63.9	62.9	61.0	60.0	59.0	58.0
78	66.8	65.8	64.9	63.9	62.9	61.9	61.0	60.0	59.0	58.0
79	66.8	65.8	64.9	63.9	62.9	61.9	61.0	60.0	59.0	58.0
80	66.8	65.9	64.9	63.9	62.9	61.9	60.9	60.0	59.0	58.0
81	66.8	65.8	64.9	63.9	62.9	61.9	60.9	60.0	59.0	58.0
82	66.8	65.8	64.9	63.9	62.9	61.9	60.9	60.0	59.0	58.0
83	66.8	65.8	64.9	63.9	62.9	61.9	60.9	60.0	59.0	58.0
84	66.8	65.8	64.8	63.9	62.9	61.9	60.9	60.0	59.0	58.0
85	66.8	65.8	64.8	63.9	62.9	61.9	60.9	60.0	59.0	58.0
86	66.8	65.8	64.8	63.9	62.9	61.9	60.9	60.0	59.0	58.0
87	66.8	65.8	64.8	63.9	62.9	61.9	60.9	60.0	59.0	58.0
88	66.8	65.8	64.8	63.9	62.9	61.9	60.9	60.0	59.0	58.0
89	66.8	65.8	64.8	63.9	62.9	61.9	60.9	60.0	59.0	58.0
90	66.8	65.8	64.8	63.9	62.9	61.9	60.9	60.0	59.0	58.0
91	66.8	65.8	64.8	63.9	62.9	61.9	60.9	60.0	59.0	58.0
92	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
93	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
94	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
95	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
96	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
97	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
98	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
99	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
100	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
101	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
102	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
103	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
104	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
105	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
106	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
107	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
108	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
109	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
110	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
111	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
112	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
113	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
114	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0
115	66.8	65.8	64.8	63.9	62.9	61.9	60.9	59.9	59.0	58.0

TABLE VI - ORDINARY JOINT LIFE & LAST SURVIVOR ANNUITIES TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	25	26	27	28	29	30	31	32	33	34
25	63.9	63.4	62.9	62.5	62.1	61.7	61.3	61.0	60.7	60.4
26	63.4	62.9	62.4	61.9	61.5	61.1	60.7	60.4	60.0	59.7
27	62.9	62.4	61.9	61.4	60.9	60.5	60.1	59.7	59.4	59.0
28	62.5	61.9	61.4	60.9	60.4	60.0	59.5	59.1	58.7	58.4
29	62.1	61.5	60.9	60.4	59.9	59.4	59.0	58.5	58.1	57.7
30	61.7	61.1	60.5	60.0	59.4	58.9	58.4	58.0	57.5	57.1
31	61.3	60.7	60.1	59.5	59.0	58.4	57.9	57.4	57.0	56.5
32	61.0	60.4	59.7	59.1	58.5	58.0	57.4	56.9	56.4	56.0
33	60.7	60.0	59.4	58.7	58.1	57.5	57.0	56.4	55.9	55.5
34	60.4	59.7	59.0	58.4	57.7	57.1	56.5	56.0	55.5	54.9
35	60.1	59.4	58.7	58.0	57.4	56.7	56.1	55.6	55.0	54.5
36	59.9	59.1	58.4	57.7	57.0	56.4	55.8	55.1	54.6	54.0
37	59.6	58.9	58.1	57.4	56.7	56.0	55.4	54.8	54.2	53.6
38	59.4	58.6	57.9	57.9	56.4	55.7	55.1	54.4	53.8	53.2
39	59.2	58.4	57.7	56.9	56.2	55.4	54.7	54.1	53.4	52.8
40	59.0	58.2	57.4	56.7	55.9	55.2	54.5	53.8	53.1	52.4
41	58.9	58.0	57.2	56.4	55.7	54.9	54.2	53.5	52.8	52.1
42	58.7	57.9	57.1	56.2	55.5	54.7	53.9	53.2	52.5	51.8
43	58.6	57.7	56.9	56.1	55.3	54.5	53.7	52.9	52.2	51.5
44	58.4	57.6	56.7	55.9	55.1	54.3	53.5	52.7	52.0	51.2
45	58.3	57.4	56.6	55.7	54.9	54.1	53.3	52.5	51.7	51.0
46	58.2	57.3	56.5	55.6	54.8	53.9	53.1	52.3	51.5	50.7
47	58.1	57.2	56.3	55.5	54.6	53.8	52.9	52.1	51.3	50.5
48	58.0	57.1	56.2	55.3	54.5	53.6	52.8	51.9	51.1	50.3
49	57.9	57.0	56.1	55.2	54.4	53.5	52.6	51.8	51.0	50.1
50	57.8	56.9	56.0	55.1	54.2	53.4	52.5	51.7	50.8	50.0
51	57.8	56.9	55.9	55.0	54.1	53.3	52.4	51.5	50.7	49.8
52	57.7	56.8	55.9	55.0	54.1	53.2	52.3	51.4	50.5	49.7
53	57.6	56.7	55.8	54.9	54.0	53.1	52.2	51.3	50.4	49.6
54	57.6	56.7	55.7	54.8	53.9	53.0	52.1	51.2	50.3	49.4
55	57.5	56.6	55.7	54.7	53.8	52.9	52.0	51.1	40.2	49.3
56	57.5	56.5	55.6	54.7	53.8	52.8	51.9	51.0	50.1	49.2
57	57.4	56.5	55.6	54.6	53.7	52.8	51.9	50.9	50.0	49.1
58	57.4	56.5	55.5	54.6	53.6	52.7	51.8	50.9	50.0	49.1
59	57.4	56.4	55.5	54.5	53.6	52.7	51.7	50.8	49.9	49.0
60	57.3	56.4	55.4	54.5	53.6	52.6	51.7	50.8	49.8	48.9
61	57.3	56.4	55.4	54.5	53.5	52.6	51.6	50.7	49.8	48.9
62	57.3	56.3	55.4	54.4	53.5	52.5	51.6	50.7	49.7	48.8
63	57.3	56.3	55.3	54.4	53.4	52.5	51.6	50.6	49.7	48.7
64	57.2	56.3	55.3	54.4	53.4	52.5	51.5	50.6	49.6	48.7
65	57.2	56.3	55.3	54.3	53.4	52.4	51.5	50.5	49.6	48.7
66	57.2	56.2	55.3	54.3	53.4	52.4	51.5	50.5	49.6	48.6
67	57.2	56.2	55.3	54.3	53.3	52.4	51.4	50.5	49.5	48.6

TABLE VI - TWO LIVES - CONTINUED

AGES	25	26	27	28	29	30	31	32	33	34
68	57.2	56.2	55.2	54.3	53.3	52.4	51.4	50.4	49.5	48.6
69	57.1	56.2	55.2	54.3	53.3	52.3	51.4	50.4	49.5	48.5
70	57.1	56.2	55.2	54.2	53.3	52.3	51.4	50.4	49.4	48.5
71	57.1	56.2	55.2	54.2	53.3	52.3	51.3	50.4	49.4	48.5
72	57.1	56.1	55.2	54.2	53.2	52.3	51.3	50.4	49.4	48.5
73	57.1	56.1	55.2	54.2	53.2	52.3	51.3	50.3	49.4	48.4
74	57.1	56.1	55.2	54.2	53.2	52.3	51.3	50.3	49.4	48.4
75	57.1	56.1	55.1	54.2	53.2	52.2	51.3	50.3	49.4	48.4
76	57.1	56.1	55.1	54.2	53.2	52.2	51.3	50.3	49.3	48.4
77	57.1	56.1	55.1	54.2	53.2	52.2	51.3	50.3	49.3	48.4
78	57.1	56.1	55.1	54.2	53.2	52.2	51.3	50.3	49.3	48.4
79	57.1	56.1	55.1	54.1	53.2	52.2	51.2	50.3	49.3	48.4
80	57.1	56.1	55.1	54.1	53.2	52.2	51.2	50.3	49.3	48.3
81	57.0	56.1	55.1	54.1	53.2	52.2	51.2	50.3	49.3	48.3
82	57.0	56.1	55.1	54.1	53.2	52.2	51.2	50.3	49.3	48.3
83	57.0	56.1	55.1	54.1	53.2	52.2	51.2	50.3	49.3	48.3
84	57.0	56.1	55.1	54.1	53.2	52.2	51.2	50.3	49.3	48.3
85	57.0	56.1	55.1	54.1	53.2	52.2	51.2	50.2	49.3	48.3
86	57.0	56.1	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
87	57.0	56.1	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
88	57.0	56.1	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
89	57.0	56.1	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
90	57.0	56.1	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
91	57.0	56.1	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
92	57.0	56.1	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
93	57.0	56.1	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
94	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
95	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
96	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
97	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
98	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
99	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
100	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
101	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
102	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
103	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
104	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
105	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
106	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
107	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
108	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
109	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
110	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
111	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3

TABLE VI - TWO LIVES - CONTINUED

AGES	25	26	27	28	29	30	31	32	33	34
112	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
113	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
114	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3
115	57.0	56.0	55.1	54.1	53.1	52.2	51.2	50.2	49.3	48.3

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	35	36	37	38	39	40	41	42	43	44
35	54.0	53.5	53.0	52.6	52.2	51.8	51.4	51.1	50.8	50.5
36	53.5	53.0	52.5	52.0	51.6	51.2	50.8	50.4	50.1	49.8
37	53.0	52.5	52.0	51.5	51.0	50.6	50.2	49.8	49.5	49.1
38	52.6	52.0	51.5	51.0	50.5	50.0	49.6	49.2	48.8	48.5
39	52.2	51.6	51.0	50.5	50.0	49.5	49.1	48.6	48.2	47.8
40	51.8	51.2	50.6	50.0	49.5	49.0	48.5	48.1	47.6	47.2
41	51.4	50.8	50.2	49.6	49.1	48.5	48.0	47.5	47.1	46.7
42	51.1	50.4	49.8	49.2	48.6	48.1	47.5	47.0	46.6	46.1
43	50.8	50.1	49.5	48.8	48.2	47.6	47.1	46.6	46.0	45.6
44	50.5	49.8	49.1	48.5	47.8	47.2	46.7	46.1	45.6	45.1
45	50.2	49.5	48.8	48.1	47.5	46.9	46.3	45.7	45.1	44.6
46	50.0	49.2	48.5	47.8	47.2	46.5	45.9	45.3	44.7	44.1
47	49.7	49.0	48.3	47.5	46.8	46.2	45.5	44.9	44.3	43.7
48	49.5	48.8	48.0	47.3	46.6	45.9	45.2	44.5	43.9	43.3
49	49.3	48.5	47.8	47.0	46.3	45.6	44.9	44.2	43.6	42.9
50	49.2	48.4	47.6	46.8	46.0	45.3	44.6	43.9	43.2	42.6
51	49.0	48.2	47.4	46.6	45.8	45.1	44.3	43.6	42.9	44.2
52	48.8	48.0	47.2	46.4	45.6	44.8	44.1	43.3	42.6	41.9
53	48.7	47.9	47.0	46.2	45.4	44.6	43.9	43.1	42.4	41.7
54	48.6	47.7	46.9	46.0	45.2	44.4	43.6	42.9	42.1	41.4
55	48.5	47.6	46.7	45.9	45.1	44.2	43.4	42.7	41.9	41.2
56	48.3	47.5	46.6	45.8	44.9	44.1	43.3	42.5	41.7	40.9
57	48.3	47.4	46.5	45.6	44.8	43.9	43.1	42.3	41.5	40.7
58	48.2	47.3	46.4	45.5	44.7	43.8	43.0	42.1	41.3	40.5
59	48.1	47.2	46.3	45.4	44.5	43.7	42.8	42.0	41.2	40.4
60	48.0	47.1	46.2	45.3	44.4	43.6	42.7	41.9	41.0	40.2
61	47.9	47.0	46.1	45.2	44.3	43.5	42.6	41.7	40.9	40.0
62	47.9	47.0	46.0	45.1	44.2	43.4	42.5	41.6	40.8	39.9
63	47.8	46.9	46.0	45.1	44.2	43.3	42.4	41.5	40.6	39.8
64	47.8	46.8	45.9	45.0	44.1	43.2	42.3	41.4	40.5	39.7

TABLE VI - TWO LIVES - CONTINUED

AGES	35	36	37	38	39	40	41	42	43	44
65	47.7	46.8	45.9	44.9	44.0	43.1	42.2	41.3	40.4	39.6
66	47.7	48.7	45.8	44.9	44.0	43.1	42.2	41.3	40.4	39.5
67	47.6	46.7	45.8	44.8	43.9	43.0	42.1	41.2	40.3	39.4
68	47.6	46.7	45.7	44.8	43.9	42.9	42.0	41.1	40.2	39.3
69	47.6	46.6	45.7	44.8	43.8	42.9	42.0	41.1	40.2	39.3
70	47.5	46.6	45.7	44.7	43.8	42.9	41.9	41.0	40.1	39.2
71	47.5	46.6	45.6	44.7	43.8	42.8	41.9	41.0	40.1	39.1
72	47.5	46.6	45.6	44.7	43.7	42.8	41.9	40.9	40.0	39.1
73	47.5	46.5	45.6	44.6	43.7	42.8	41.8	40.9	40.0	39.0
74	47.5	46.5	45.6	44.6	43.7	42.7	41.8	40.9	39.9	39.0
75	47.4	46.5	45.5	44.6	43.6	42.7	41.8	40.8	39.9	39.0
76	47.4	46.5	45.5	44.6	43.6	42.7	41.7	40.8	39.9	38.9
77	47.4	46.5	45.5	44.6	43.6	42.7	41.7	40.8	39.8	38.9
78	47.4	46.4	45.5	44.5	43.6	42.6	41.7	40.7	39.8	38.9
79	47.4	46.4	45.5	44.5	43.6	42.6	41.7	40.7	39.8	38.9
80	47.4	46.4	45.5	44.5	43.6	42.6	41.7	40.7	39.8	38.8
81	47.4	46.4	45.5	44.5	43.5	42.6	41.6	40.7	39.8	38.8
82	47.4	46.4	45.4	44.5	43.5	42.6	41.6	40.7	39.7	38.8
83	47.4	46.4	45.4	44.5	43.5	42.6	41.6	40.7	39.7	38.8
84	47.4	46.4	45.4	44.5	43.5	42.6	41.6	40.7	39.7	38.8
85	47.4	46.4	45.4	44.5	43.5	42.6	41.6	40.7	39.7	38.8
86	47.3	46.4	45.4	44.5	43.5	42.5	41.6	40.6	39.7	38.8
87	47.3	46.4	45.4	44.5	43.5	42.5	41.6	40.6	39.7	38.7
88	47.3	46.4	45.4	44.5	43.5	42.5	41.6	40.6	39.7	38.7
89	47.3	46.4	45.4	44.4	43.5	42.5	41.6	40.6	39.7	38.7
90	47.3	46.4	45.4	44.4	43.5	42.5	41.6	40.6	39.7	38.7
91	47.3	46.4	45.4	44.4	43.5	42.5	41.6	40.6	39.7	38.7
92	47.3	46.4	45.4	44.4	44.4	43.5	42.5	41.6	40.6	38.7
93	47.3	46.4	45.4	43.5	42.5	41.6	40.6	39.7	39.7	38.7
94	47.3	46.4	45.4	44.4	43.5	42.5	41.6	40.6	39.7	38.7
95	47.3	46.4	45.4	44.4	43.5	42.5	41.6	40.6	39.7	38.7
96	47.3	46.4	45.4	44.4	43.5	42.5	41.6	40.6	39.7	38.7
97	47.3	46.4	45.4	44.4	43.5	42.5	41.6	40.6	39.6	38.7
98	47.3	46.4	45.4	44.4	43.5	42.5	41.6	40.6	39.6	38.7
99	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
100	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
101	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
102	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
103	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
104	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
105	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7

TABLE VI - TWO LIVES - CONTINUED

AGES	35	36	37	38	39	40	41	42	43	44
106	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
107	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
108	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
109	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
110	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
111	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
112	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
113	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
114	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7
115	47.3	46.4	45.4	44.4	43.5	42.5	41.5	40.6	39.6	38.7

TABLE VI - ORDINARY JOINT AND LAST SURVIVOR ANNUITIES TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	45	46	47	48	49	50	51	52	53	54
45	44.1	43.6	43.2	42.7	42.3	42.0	41.6	41.3	41.0	40.7
46	43.6	43.1	42.6	42.2	41.8	41.4	41.0	40.6	40.3	40.0
47	43.2	42.6	42.1	41.7	41.2	40.8	40.4	40.0	39.7	39.3
48	42.7	42.2	41.7	41.2	40.7	40.2	39.8	39.4	39.0	38.7
49	42.3	41.8	41.2	40.7	40.2	39.7	39.3	38.8	38.4	38.1
50	42.0	41.4	40.8	40.2	39.7	39.2	38.7	38.3	37.9	37.5
51	41.6	41.0	40.4	39.8	39.3	38.7	38.2	37.8	37.3	36.9
52	41.3	40.6	40.0	39.4	38.8	38.3	37.8	37.3	36.8	36.4
53	41.0	40.3	39.7	39.0	38.4	37.9	37.3	36.8	36.3	35.8
54	40.7	40.0	39.3	38.7	38.1	37.5	36.9	36.4	35.8	35.3
55	40.4	39.7	39.0	38.4	37.7	37.1	36.5	35.9	35.4	34.9
56	40.2	39.5	38.7	38.1	37.4	36.8	36.1	35.6	35.0	34.4
57	40.0	39.2	38.5	37.8	37.1	36.4	35.8	35.2	34.6	34.0
58	39.7	39.0	38.2	37.5	36.8	36.1	35.5	34.8	34.2	33.6
59	39.6	38.8	38.0	37.3	36.6	35.9	35.2	34.5	33.9	33.3
60	39.4	38.6	37.8	37.1	36.3	35.6	34.9	34.2	33.6	32.9
61	39.2	38.4	37.6	36.9	36.1	35.4	34.6	33.9	33.3	32.6
62	39.1	38.3	37.5	36.7	35.9	35.1	34.4	33.7	33.0	32.3
63	38.9	38.1	37.3	36.5	35.7	34.9	34.2	33.5	32.7	32.0
64	38.8	38.0	37.2	36.3	35.5	34.8	34.0	33.2	32.5	31.8
65	38.7	37.9	37.0	36.2	35.4	34.6	33.6	33.0	32.3	31.6

TABLE VI - TWO LIVES - CONTINUED

AGES	45	46	47	48	49	50	51	52	53	54
66	38.6	37.8	36.9	36.1	35.2	34.4	33.6	32.9	32.1	31.4
67	38.5	37.7	36.8	36.0	35.1	34.3	33.5	32.7	31.9	31.2
68	38.4	37.6	36.7	35.8	35.0	34.2	33.4	32.5	31.8	31.0
69	38.4	37.5	36.6	35.7	34.9	34.1	33.2	32.4	31.6	30.8
70	38.3	37.4	36.5	35.7	34.8	34.0	33.1	32.3	31.5	30.7
71	38.2	37.3	36.5	35.6	34.7	33.9	33.0	32.2	31.4	30.5
72	38.2	37.3	36.4	35.5	34.6	33.8	32.9	32.1	31.2	30.4
73	38.1	37.2	36.3	35.4	34.6	33.7	32.8	32.0	31.1	30.3
74	38.1	37.2	36.3	35.4	34.5	33.6	32.8	31.9	31.1	30.2
75	38.1	37.1	36.2	35.3	34.5	33.6	32.7	31.8	31.0	30.1
76	38.0	37.1	36.2	35.3	34.4	33.5	32.6	31.8	30.9	30.1
77	38.0	37.1	36.2	35.3	34.4	33.5	32.6	31.7	30.8	30.0
78	38.0	37.0	36.1	35.2	34.3	33.4	32.5	31.7	30.8	29.9
79	37.9	37.0	36.1	35.2	34.3	33.4	32.5	31.6	30.7	29.9
80	37.9	37.0	36.1	35.2	34.2	33.4	32.5	31.6	30.7	29.8
81	37.9	37.0	36.0	35.1	34.2	33.3	32.4	31.5	30.7	29.8
82	37.9	36.9	36.0	35.1	34.2	33.3	32.4	31.5	30.6	29.7
83	37.9	36.9	36.0	35.1	34.2	33.3	32.4	31.5	30.6	29.7
84	37.8	36.9	36.9	35.0	34.2	33.2	32.3	31.4	30.6	29.7
85	37.8	36.9	36.0	35.1	34.1	33.2	32.3	31.4	30.5	29.6
86	38.8	36.9	36.0	35.0	34.1	33.2	32.3	31.4	30.5	29.6
87	37.8	36.9	35.9	35.0	34.1	33.2	32.3	31.4	30.5	29.6
88	37.8	36.9	35.9	35.0	34.1	33.2	32.3	31.4	30.5	29.6
89	37.8	36.9	35.9	35.0	34.1	33.2	32.3	31.4	30.5	29.6
90	37.8	36.9	35.9	35.0	34.1	33.2	32.3	31.3	30.5	29.6
91	37.8	36.8	35.9	35.0	34.1	33.2	32.2	31.3	30.4	29.5
92	37.8	36.8	35.9	35.0	34.1	33.2	32.2	31.3	30.4	29.5
93	37.8	36.8	35.9	35.0	34.1	33.1	32.2	31.3	30.4	29.5
94	37.8	36.8	35.9	35.0	34.1	33.1	32.2	31.3	30.4	29.5
95	37.8	36.8	35.9	35.0	34.0	33.1	32.2	31.3	30.4	29.5
96	37.8	36.8	35.9	35.0	34.0	33.1	32.2	31.3	30.4	29.5
97	37.8	36.8	35.9	35.0	34.0	33.1	32.2	31.3	30.4	29.5
98	37.8	36.8	35.9	35.0	34.0	33.1	32.2	31.3	30.4	29.5
99	37.8	36.8	35.9	35.0	34.0	33.1	32.2	31.3	30.4	29.5
100	37.8	36.8	35.9	35.0	34.0	33.1	32.2	31.3	30.4	29.5
101	37.8	36.8	35.9	35.0	34.0	33.1	32.2	31.3	30.4	29.5
102	37.8	36.8	35.9	35.0	34.0	33.1	32.2	31.3	30.4	29.5
103	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
104	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5

TABLE VI - TWO LIVES - CONTINUED

AGES	45	46	47	48	49	50	51	52	53	54
105	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
106	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
107	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
108	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
109	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
110	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
111	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
112	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
113	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
114	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5
115	37.7	36.8	35.9	34.9	34.0	33.1	32.2	31.3	30.4	29.5

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES
TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	55	56	57	58	59	60	61	62	63	64
55	34.4	33.9	33.5	33.1	32.7	32.3	32.0	31.7	31.4	31.1
56	33.9	33.4	33.0	32.5	32.1	31.7	31.4	31.0	30.7	30.4
57	33.5	33.0	32.5	32.0	31.6	31.2	30.8	30.4	30.1	29.8
58	33.1	32.5	32.0	31.5	31.1	30.6	30.2	29.9	29.5	29.2
59	32.7	32.1	31.6	31.1	30.6	30.1	29.7	29.3	28.9	28.6
60	32.3	31.7	31.2	30.6	30.1	29.7	29.2	28.8	28.4	28.0
61	32.0	31.4	30.8	30.2	29.7	29.2	28.7	28.3	27.6	27.4
62	31.7	31.0	30.4	29.9	29.3	28.8	28.3	27.8	27.3	26.9
63	31.4	30.7	30.1	29.5	28.9	28.4	27.8	27.3	26.9	26.4
64	31.1	30.4	29.8	29.2	28.6	28.0	27.4	26.9	26.4	25.9
65	30.9	30.2	29.5	28.9	28.2	27.6	27.1	26.5	26.0	25.5
66	30.6	29.9	29.2	28.6	27.9	27.3	26.7	26.1	25.6	25.1
67	30.4	29.7	29.0	28.3	27.6	27.0	26.4	25.8	25.2	24.7
68	30.2	29.5	28.8	28.1	27.4	26.7	26.1	25.5	24.9	24.3
69	30.1	29.3	28.6	27.8	27.1	26.5	25.8	25.2	24.6	24.0
70	30.9	29.1	28.4	27.6	26.9	26.2	25.6	24.9	24.3	23.7
71	29.7	29.0	28.2	27.5	26.7	26.0	25.3	24.7	24.0	23.4
72	29.6	28.8	28.1	27.3	26.5	25.8	25.1	24.4	23.8	23.1
73	29.5	28.7	27.9	27.1	26.4	25.6	24.9	24.2	23.5	22.9
74	29.4	28.6	27.8	27.0	26.2	25.5	24.7	24.0	23.3	22.7
75	29.3	28.5	27.7	26.9	26.1	25.3	24.6	23.8	23.1	22.4
76	29.2	28.4	27.6	26.8	26.0	25.2	24.4	23.7	23.0	22.3
77	29.1	28.3	27.5	26.7	25.9	25.1	24.3	23.6	22.8	22.1

TABLE VI - TWO LIVES - CONTINUED

AGES	55	56	57	58	59	60	61	62	63	64
78	29.1	28.2	27.4	26.6	25.8	25.0	24.2	23.4	22.7	21.9
79	29.0	28.2	27.3	26.5	25.7	24.9	24.1	23.3	22.6	21.8
80	29.0	28.1	27.3	26.4	25.6	24.8	24.0	23.2	22.4	21.7
81	28.9	28.1	27.2	26.4	25.5	24.7	23.9	23.1	22.3	21.6
82	28.9	28.0	27.2	26.3	25.5	24.6	23.8	23.0	22.3	21.5
83	28.8	28.0	27.1	26.3	25.4	24.6	23.8	23.0	22.2	21.4
84	28.8	27.9	27.1	26.2	25.4	24.5	23.7	22.9	22.1	21.3
85	28.8	27.9	27.0	26.2	25.3	24.5	23.7	22.8	22.0	21.3
86	28.7	27.9	27.0	26.1	25.3	24.5	23.6	22.8	22.0	21.2
87	28.7	27.8	27.0	26.1	25.3	24.4	23.6	23.8	21.9	21.1
88	28.7	27.8	27.0	26.1	25.2	24.4	23.5	22.7	21.9	21.1
89	28.7	27.8	26.9	26.1	25.2	24.4	23.5	22.7	21.9	21.1
90	28.7	27.8	26.9	26.1	25.2	24.3	23.5	22.7	21.8	21.0
91	28.7	27.8	26.9	26.0	25.2	24.3	23.5	22.6	21.8	21.0
92	28.6	27.8	26.9	26.0	25.2	24.3	23.5	22.6	21.8	21.0
93	28.6	27.8	26.9	26.0	25.1	24.3	23.4	22.6	21.8	21.9
94	28.6	27.7	26.9	26.0	25.1	24.3	23.4	22.6	21.7	20.9
95	28.6	27.7	26.9	26.0	25.1	24.3	23.4	22.6	21.7	20.9
96	28.6	27.7	26.9	26.0	25.1	24.2	23.4	22.6	21.7	20.9
97	28.6	27.7	26.8	26.0	25.1	24.2	23.4	22.5	21.7	20.9
98	28.6	27.7	26.8	26.0	25.1	24.2	23.4	22.5	21.7	20.9
99	28.6	27.7	26.8	26.0	25.1	24.2	23.4	22.5	21.7	20.9
100	28.6	27.7	26.8	26.0	25.1	24.2	23.4	22.5	21.7	20.8
101	28.6	27.7	26.9	25.9	25.1	24.2	23.4	22.5	21.7	20.8
102	28.6	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.7	20.8
103	28.8	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.7	20.8
104	28.6	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.6	20.8
105	28.6	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.6	20.8
106	28.6	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.6	20.8
107	28.6	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.6	20.8
108	28.6	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.6	20.8
109	28.6	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.6	20.8
110	28.6	27.7	26.8	25.9	25.1	24.2	23.3	22.5	21.6	20.8
111	28.6	27.7	26.8	25.9	25.0	24.2	23.3	22.5	21.6	20.8
112	28.6	27.7	26.8	25.9	25.0	24.2	23.3	22.5	21.6	20.8
113	28.6	27.7	26.8	25.9	25.0	24.2	23.3	22.5	21.6	20.8
114	28.6	27.7	26.8	25.9	25.0	24.2	23.3	22.5	21.6	20.8
115	28.6	27.7	26.8	25.9	25.0	24.2	23.3	22.5	21.6	20.8

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	65	66	67	68	69	70	71	72	73	74
65	25.0	24.6	24.2	23.8	23.4	23.1	22.8	22.5	22.2	22.0
66	24.6	24.1	23.7	23.3	22.9	22.5	22.2	21.9	21.6	21.4
67	24.2	23.7	23.2	22.8	22.4	22.0	21.7	21.3	21.0	20.8
68	23.8	23.3	22.8	22.3	21.9	21.5	21.2	20.8	20.5	20.2
69	23.4	22.9	22.4	21.9	21.5	21.1	20.7	20.3	20.0	19.6
70	23.1	22.5	22.0	21.5	21.1	20.6	20.2	19.8	19.4	19.1
71	22.8	22.2	21.7	21.2	20.7	20.2	19.8	19.4	19.0	18.6
72	22.5	21.9	21.3	20.8	20.3	19.8	19.4	18.9	18.5	18.2
73	22.2	21.6	21.0	20.5	20.0	19.4	19.0	18.5	18.1	17.7
74	22.0	21.4	20.8	20.2	19.6	19.1	18.6	18.2	17.7	17.3
75	21.8	21.1	20.5	19.9	19.3	18.8	18.3	17.8	17.3	16.9
76	21.6	20.9	20.3	19.7	19.1	18.5	18.0	17.5	17.0	16.5
77	21.4	20.7	20.1	19.4	18.8	18.3	17.7	17.2	16.7	16.2
78	21.2	20.5	19.9	19.2	18.6	18.0	17.5	16.9	16.4	15.9
79	21.1	20.4	19.7	19.0	18.4	17.8	17.2	16.7	16.1	15.6
80	21.0	20.2	19.5	18.9	18.2	17.6	17.0	16.4	15.9	15.4
81	20.8	20.1	19.4	18.7	18.1	17.4	16.8	16.2	15.7	15.1
82	20.7	20.0	19.3	18.6	17.9	17.3	16.6	16.0	15.5	14.9
83	20.6	19.9	19.2	18.5	17.8	17.1	16.5	15.9	15.3	14.7
84	20.5	19.8	19.1	18.4	17.7	17.0	16.3	15.7	15.1	14.5
85	20.5	19.7	19.0	18.3	17.6	16.9	16.2	15.6	15.0	14.4
86	20.4	19.6	18.9	18.2	17.5	16.8	16.1	15.5	14.8	14.2
87	20.4	19.6	18.8	18.1	17.4	16.7	16.0	15.4	14.7	14.1
88	20.3	19.5	18.8	18.0	17.3	16.6	15.9	15.3	14.6	14.0
89	20.3	19.5	18.7	18.0	17.2	16.5	15.8	15.2	14.5	13.9
90	20.2	19.4	18.7	17.9	17.2	16.5	15.8	15.1	14.5	13.8
91	20.2	19.4	18.6	17.9	17.1	16.4	15.7	15.0	14.4	13.7
92	20.2	19.4	18.6	17.8	17.1	16.4	15.7	15.0	14.3	13.7
93	20.1	19.3	18.6	17.8	17.1	16.3	15.6	14.9	14.3	13.6
94	20.1	19.3	18.5	17.8	17.0	16.3	15.6	14.9	14.2	13.6
95	20.1	19.3	18.5	17.8	17.0	16.3	15.6	14.9	14.2	13.5
96	20.1	19.3	18.5	17.7	17.0	16.2	15.5	14.8	14.2	13.5
97	20.1	19.3	18.5	17.7	17.0	16.2	15.5	14.8	14.1	13.5
98	20.1	19.3	18.5	17.7	16.9	16.2	15.5	14.8	14.1	13.4
99	20.0	19.2	18.5	17.7	16.9	16.2	15.5	14.7	14.1	13.4
100	20.0	19.2	18.4	17.7	16.9	16.2	15.4	14.7	14.0	13.4
101	20.0	19.2	18.4	17.7	16.9	16.1	15.4	14.7	14.0	13.3
102	20.0	19.2	18.4	17.6	18.9	16.1	15.4	14.7	14.0	13.3
103	20.0	19.2	18.4	17.6	16.9	16.1	15.4	14.7	14.0	13.3
104	20.0	19.2	18.4	17.6	16.9	16.1	15.4	14.7	14.0	13.3
105	20.0	19.2	18.4	17.6	16.8	16.1	15.4	14.6	13.9	13.3
106	20.0	19.2	18.4	17.6	16.8	16.1	15.3	14.6	13.9	13.3
107	20.0	19.2	18.4	17.6	16.8	16.1	15.3	14.6	13.9	13.2
108	20.0	19.2	18.4	17.6	16.8	16.1	15.3	14.6	13.9	13.2
109	20.0	19.2	18.4	17.6	16.8	16.1	15.3	14.6	13.9	13.2

TABLE VI - TWO LIVES - CONTINUED

AGES	65	66	67	68	69	70	71	72	73	74
110	20.0	19.2	18.4	17.6	16.8	16.1	15.3	14.6	13.9	13.2
111	20.0	19.2	18.4	17.6	16.8	16.0	15.3	14.6	13.9	13.2
112	20.0	19.2	18.4	17.6	16.8	16.0	15.3	14.6	13.9	13.2
113	20.0	19.2	18.4	17.6	16.8	16.0	15.3	14.6	13.9	13.2
114	20.0	19.2	18.4	17.6	16.8	16.0	15.3	14.6	13.9	13.2
115	20.0	19.2	18.4	17.6	16.8	16.0	15.3	14.6	13.9	13.2

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	75	76	77	78	79	80	81	82	83	84
75	16.5	16.1	15.8	15.4	15.1	14.9	14.6	14.4	14.2	14.0
76	16.1	15.7	15.4	15.0	14.7	14.4	14.1	13.9	13.7	13.5
77	15.8	15.4	15.0	14.6	14.3	14.0	13.7	13.4	13.2	13.0
78	15.4	15.0	14.6	14.2	13.9	13.5	13.2	13.0	12.7	12.5
79	15.1	14.7	14.3	13.9	13.5	13.2	12.8	12.5	12.3	12.0
80	14.9	14.4	14.0	13.5	13.2	12.8	12.5	12.2	11.9	11.6
81	14.6	14.1	13.7	13.2	12.8	12.5	12.1	11.8	11.5	11.2
82	14.4	13.9	13.4	13.0	12.5	12.2	11.8	11.5	11.1	10.9
83	14.2	13.7	13.2	12.7	12.3	11.9	11.5	11.1	10.8	10.5
84	14.0	13.5	13.0	12.5	12.0	11.6	11.2	10.9	10.5	10.2
85	13.8	13.3	12.8	12.3	11.8	11.4	11.0	10.6	10.2	9.9
86	13.7	13.1	12.6	12.1	11.6	11.2	10.8	10.4	10.0	9.7
87	13.5	13.0	12.4	11.9	11.4	11.0	10.6	10.1	9.8	9.4
88	13.4	12.8	12.3	11.8	11.3	10.8	10.4	10.0	9.6	9.2
89	13.3	12.7	12.2	11.6	11.1	10.7	10.2	9.8	9.4	9.0
90	13.2	12.6	12.1	11.5	11.0	10.5	10.1	9.6	9.2	8.8
91	13.1	12.5	12.0	11.4	10.9	10.4	9.9	9.5	9.1	8.7
92	13.1	12.5	11.9	11.3	10.8	10.3	9.8	9.4	8.9	8.5
93	13.0	12.4	11.8	11.3	10.7	10.2	9.7	9.3	8.8	8.4
94	12.9	12.3	11.7	11.2	10.6	10.1	9.6	9.2	8.7	8.3
95	12.9	12.3	11.7	11.1	10.6	10.1	9.6	9.1	8.6	8.2
96	12.9	12.2	11.6	11.1	10.5	10.0	9.5	9.0	8.5	8.1
97	12.8	12.2	11.6	11.0	10.5	9.9	9.4	8.9	8.5	8.0
98	12.8	12.2	11.5	11.0	10.4	9.9	9.4	8.9	8.4	8.0
99	12.7	12.1	11.5	10.9	10.4	9.8	9.3	8.8	8.3	7.9
100	12.7	12.1	11.5	10.9	10.3	9.8	9.2	8.7	8.3	7.8

TABLE VI - TWO LIVES - CONTINUED

AGES	75	76	77	78	79	80	81	82	83	84
101	12.7	12.1	11.4	10.8	10.3	9.7	9.2	8.7	8.2	7.8
102	12.7	12.0	11.4	10.8	10.2	9.7	9.2	8.7	8.2	7.7
103	12.6	12.0	11.4	10.8	10.2	9.7	9.1	8.6	8.1	7.7
104	12.6	12.0	11.4	10.8	10.2	9.6	9.1	8.6	8.1	7.6
105	12.6	12.0	11.3	10.7	10.2	9.6	9.1	8.5	8.0	7.6
106	12.6	11.9	11.3	10.7	10.1	9.6	9.0	9.5	8.0	7.5
107	12.6	11.9	11.3	10.7	10.1	9.6	9.0	8.5	8.0	7.5
108	12.6	11.9	11.3	10.7	10.1	9.5	9.0	8.5	8.0	7.5
109	12.6	11.9	11.3	10.7	10.1	9.5	9.0	8.4	7.9	7.5
110	12.6	11.9	11.3	10.7	10.1	9.5	9.0	8.4	7.9	7.4
111	12.5	11.9	11.3	10.7	10.1	9.5	8.9	8.4	7.9	7.4
112	12.5	11.9	11.3	10.6	10.1	9.5	8.9	8.4	7.9	7.4
113	12.5	11.9	11.2	10.6	10.0	9.5	8.9	8.4	7.9	7.4
114	12.5	11.9	11.2	10.6	10.0	9.5	8.9	8.4	7.9	7.4
115	12.5	11.9	11.2	10.6	10.0	9.5	8.9	8.4	7.9	7.4

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES; TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	85	86	87	88	89	90	91	92	93	94
85	9.6	9.3	9.1	8.9	8.7	8.5	8.3	8.2	8.0	7.9
86	9.3	9.1	8.8	8.6	8.3	8.2	8.0	7.8	7.7	7.6
87	9.1	8.8	8.5	8.3	8.1	7.9	7.7	7.5	7.4	7.2
88	8.9	8.6	8.3	8.0	7.8	7.6	7.4	7.2	7.1	6.9
89	8.7	8.3	8.1	7.8	7.5	7.3	7.1	6.9	6.8	6.6
90	8.5	8.2	7.9	7.6	7.3	7.1	6.9	6.7	6.5	6.4
91	8.3	8.0	7.7	7.4	7.1	6.9	6.7	6.5	6.3	6.2
92	8.2	7.8	7.5	7.2	6.9	6.7	6.5	6.3	6.1	5.9
93	8.0	7.7	7.4	7.1	6.8	6.5	6.3	6.1	5.9	5.8
94	7.9	7.6	7.2	6.9	6.6	6.4	6.2	5.9	5.8	5.6
95	7.8	7.5	7.1	6.8	6.5	6.3	6.0	5.8	5.6	5.4
96	7.7	7.3	7.0	6.7	6.4	6.1	5.9	5.7	5.5	5.3
97	7.6	7.3	6.9	6.6	6.3	6.0	5.8	5.5	5.3	5.1
98	7.6	7.2	6.8	6.5	6.2	5.9	5.6	5.4	5.2	5.0
99	7.5	7.1	6.7	6.4	6.1	5.8	5.5	5.3	5.1	4.9
100	7.4	7.0	6.6	6.3	6.0	5.7	5.4	5.2	5.0	4.8
101	7.3	6.9	6.6	6.2	5.9	5.6	5.3	5.1	4.9	4.7
102	7.3	6.9	6.5	6.2	5.8	5.5	5.3	5.0	4.8	4.6
103	7.2	6.8	6.4	6.1	5.8	5.5	5.2	4.9	4.7	4.5
104	7.2	6.8	6.4	6.0	5.7	5.4	5.1	4.8	4.6	4.4
105	7.1	6.7	6.3	6.0	5.6	5.3	5.0	4.8	4.5	4.3

TABLE VI - TWO LIVES - CONTINUED

AGES	85	86	87	88	89	90	91	92	93	94
106	7.1	6.7	6.3	5.9	5.6	5.3	5.0	4.7	4.5	4.2
107	7.1	6.6	6.2	5.9	5.5	5.2	4.9	4.6	4.4	4.2
108	7.0	6.6	6.2	5.8	5.5	5.2	4.9	4.6	4.3	4.1
109	7.0	6.6	6.2	5.8	5.5	5.1	4.8	4.5	4.3	4.1
110	7.0	6.6	6.2	5.8	5.4	5.1	4.8	4.5	4.3	4.0
111	7.0	6.5	6.1	5.7	5.4	5.1	4.8	4.5	4.2	4.0
112	7.0	6.5	6.1	5.7	5.4	5.0	4.7	4.4	4.2	3.9
113	6.9	6.5	6.1	5.7	5.4	5.0	4.7	4.4	4.2	3.9
114	6.9	6.5	6.1	5.7	5.3	5.0	4.7	4.4	4.1	3.9
115	6.9	6.5	6.1	5.7	5.3	5.0	4.7	4.4	4.1	3.9

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES
TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	95	96	97	98	99	100	101	102	103	104
95	5.3	5.1	5.0	4.8	4.7	4.6	4.5	4.4	4.3	4.2
96	5.1	5.0	4.8	4.7	4.5	4.4	4.3	4.2	4.1	4.0
97	5.0	4.8	4.7	4.5	4.4	4.3	4.1	4.0	3.9	3.8
98	4.8	4.7	4.5	4.4	4.2	4.1	4.0	3.9	3.8	3.7
99	4.7	4.5	4.4	4.2	4.1	4.0	3.8	3.7	3.6	3.5
100	4.6	4.4	4.3	4.1	4.0	3.8	3.7	3.6	3.5	3.3
101	4.5	4.3	4.1	4.0	3.8	3.7	3.6	3.4	3.3	3.2
102	4.4	4.2	4.0	3.9	3.7	3.6	3.4	3.3	3.2	3.1
103	4.3	4.1	3.9	3.8	3.6	3.5	3.3	3.2	3.0	2.9
104	4.2	4.0	3.8	3.7	3.5	3.3	3.2	3.1	2.9	2.8
105	4.1	3.9	3.7	3.6	3.4	3.2	3.1	2.9	2.8	2.7
106	4.0	3.8	3.6	3.5	3.3	3.1	3.0	2.8	2.7	2.5
107	4.0	3.8	3.6	3.4	3.2	3.1	2.9	2.7	2.6	2.4
108	3.9	3.7	3.5	3.3	3.1	3.0	2.8	2.7	2.5	2.3
109	3.8	3.6	3.4	3.3	3.1	2.9	2.7	2.6	2.4	2.3

TABLE VI - TWO LIVES - CONTINUED

AGES	95	96	97	98	99	100	101	102	103	104
110	3.8	3.6	3.4	3.2	3.0	2.8	2.7	2.5	2.3	2.2
111	3.8	3.5	3.3	3.2	3.0	2.8	2.6	2.4	2.3	2.1
112	3.7	3.5	3.3	3.1	2.9	2.8	2.6	2.4	2.2	2.1
113	3.7	3.5	3.3	3.1	2.9	2.7	2.5	2.4	2.2	2.0
114	3.7	3.5	3.3	3.1	2.9	2.7	2.5	2.3	2.1	2.0
115	3.7	3.4	3.2	3.0	2.8	2.7	2.5	2.3	2.1	1.9

TABLE VI - ORDINARY JOINT LIFE AND LAST SURVIVOR ANNUITIES TWO LIVES - EXPECTED RETURN MULTIPLES

AGES	105	106	107	108	109	110	111	112	113	114	115
105	2.5	2.4	2.3	2.2	2.1	2.0	2.0	1.9	1.8	1.8	1.8
106	2.4	2.3	2.2	2.1	2.0	1.9	1.8	1.7	1.7	1.6	1.6
107	2.3	2.2	2.1	1.9	1.8	1.7	1.7	1.6	1.5	1.5	1.4
108	2.2	2.1	1.9	1.8	1.7	1.6	1.5	1.5	1.4	1.3	1.3
109	2.1	2.0	1.8	1.7	1.6	1.5	1.4	1.3	1.3	1.2	1.1
110	2.0	1.9	1.7	1.6	1.5	1.4	1.3	1.2	1.1	1.1	1.0
111	2.0	1.8	1.7	1.5	1.4	1.3	1.2	1.1	1.0	.9	.9
112	1.9	1.7	1.6	1.5	1.3	1.2	1.1	1.0	.9	.8	.8
113	1.8	1.7	1.5	1.4	1.3	1.1	1.0	.9	.8	.7	.7
114	1.8	1.6	1.5	1.3	1.2	1.1	.9	.8	.7	.6	.6
115	1.8	1.6	1.4	1.3	1.1	1.0	.9	.8	.7	.6	.5

*

EMPLOYEE ELECTION FORM

Please Print Clearly

NAME: ____________________

(Last) (First) (Middle Initial)

HOME ADDRESS: ____________________

(Street) (City) (State) (Zip Code)

SOCIAL SECURITY #: ____________ YOUR DATE OF BIRTH: __/__/____

MARITAL STATUS: ______ SEX: ________ YOUR DATE OF HIRE: __/__/____

Check One: ☐ This is my initial election. ☐ This is my amended election.

A. CONTRIBUTION ELECTION (choose any ONE of the three options)

1. I elect to defer the FOLLOWING PERCENT from my compensation: (circle one)

1% 2% 3% 4% 5% 6% 7% 8% 9% 10% 11% 12% 13% 14% 15%

2. ☐ I elect to defer the FOLLOWING DOLLAR AMOUNT from my compensation: $________

I understand my base wages will be reduced by this percentage. I direct my employer to pay to the trustees of the plan the amount I have elected to defer, and to invest these amounts as directed below as soon as is practical. I understand that I can change my salary deferral election only in accordance with plan procedures, and only using a written form which is delivered to a plan representative. I further understand that there are limitations on the amount of salary deferral I can make in any 12-month period and will inform the Plan Administrator if the annual amount is exceeded.

3. ☐ I do not wish to defer my compensation at this time.

B. INVESTMENT DIRECTIONS

I direct the trustee to invest my salary deferral, and any matching contributions that may be made from time to time by my employer, in the manner I have elected below. In making this election, I absolve the trustee from any and all liability or responsibility for any loss resulting to me or my beneficiary by reason of any sale or investment made or other action taken in accordance with my Investment Election. I understand that I can change my investment election only in accordance with Plan procedures and only using a written form which is delivered to a plan representative.

I elect to invest my contribution as noted below.

1.____________________ ________%

2.____________________ ________%

3.____________________ ________%

4.____________________ ________%

5.____________________ ________%

Total must equal 100%

This election pertains to:

☐ A. Future contributions only ☐ C. Future contributions as well as existing account balance

☐ B. My existing account balance

____________________ ____________________

Signature of Employee Date Form is Signed

____________________ ____________________

Signature of Trustee Date Trustee Signs

RETIREMENT PLAN BENEFIT PAYOUT

INSTRUCTION

1. Please have all Participants execute the following forms:

    - TW Notice of Withholding on Payments
    - TX 3 Important Federal Tax Information
    - RBE Retirement Benefit Election

2. Please have unmarried participants execute Form SGL.

3. Please have <u>married</u> participants (happily married, separated or divorce not final) execute Form J&S No. 1 and Form J&S No. 2.

4. Please have participants whose vested benefit value is $3,500 or less execute Form PR < $3,500 Participant's Release Agreement.

5. Please have participants whose vested benefit value is more than $3,500 execute Form PR > $3,500 Participant's Release Agreement.

6. Please have the Plan Administrator execute:

    - Form TX 3
    - Form RBE
    - either Form SGL or Form J&S No. 1, whichever one applies
    - either Form PR < = $3,500 or Form PR > $3,500, whichever applies
    - Form LD Letter of Direction to the Trustee

7. Make 4 sets of copies. One each for the Trustee, participant, company personnel files, and XYZ Consultants. Keep the original with the retirement plan records.

8. If there is an outstanding loan, the amount needs to be entered on the Letter of Direction to the Trustee and be repaid in full, including accrued interest, at the time the benefit check is issued.

9. Issue a check to the former participant for the amount specified.

10. Be sure to remind your Trustee or bookkeeper to issue an IRS Form 1099R (lump sums) or IRS Form W-2P (periodic payments) at year-end.

As always, please call us if you have any questions at all.

Sincerely,

Signature

RETIREMENT BENEFIT ELECTION

Participant's Name: ________________________________

Under the terms of the ________________________________Plan, you are entitled to receive a retirement income in any one of the forms of payment listed below initial next to the form you choose:

_____ A) A Lump Sum benefit of ________.

_____ B) A joint and 100% survivor annuity: you will receive monthly payments of _____ beginning at age _____ for your life, and upon your death, your spouse will receive _____ for his or her life.

_____ C) A joint and 50% survivor annuity: you will receive monthly payments of _____ beginning at age _____ for your life, and upon your death, your spouse will receive ______ for his or her life.

_____ D) A "straight life annuity": you will receive monthly payments of ______ and your spouse will receive no monthly payments after your death.

_____ E) Transfer all Benefits to ______________.

I have read and understand the various options available to me, and hereby elect to receive my retirement income in the manner initialed above. Further, if I have elected either (B) or (C) above, I agree to provide the retirement committee with such documents as are required to verify the date of birth and sex of my spouse before payments begin.

I also understand that all outstanding loan balances, including accrued interest, is due and payable to the Trustee at the time of payment of benefits.

________________________________ Date	________________________ Participant
________________________________ Witness - Signature of Authorized Representative of Retirement Committee	________________________ Participant's Spouse
________________________________ For the Administrator	

Name: ____

LETTER OF DIRECTION TO THE TRUSTEE

To: ____
____
____
____

In accordance with the Plan and Trust Documents you are hereby directed to disburse ____________________ to:

Name: __________________________
Address: __________________________
____
Soc. Sec. #: __________________________

This payment represents ( )Total ( )Partial ( )Balance distribution of his/her benefits due from the plan.

This distribution is due to
( ) Minimum Required
( ) Death
( ) Retirement
( ) Disability
( ) Termination of Employment
( ) Termination of Plan
which occurred on __________. (date of event)

During the current Plan Year the Participant was credited with:
( ) Less than 500 hours of service
( ) Between 500 and 999 hours of service
( ) 1,000 or more hours of service.

Participant Loan Balance ____________________
Please deposit the enclosed check from the Participant, to pay the loan in full.

All Federally required notices, releases and electives are attached.

Date: __________________________ By: __________________________
Administrator

APPLICATION FOR BENEFITS

Plan Name: ______________________________ Date: ________________

As a Participant in the above Plan, I hereby request payment of my benefit as provided below: (Please print or type.)

1. Name: ______________________________
   Address: ______________________________
   Social Security No.: ________________

2. Reason for payment

   [ ] Termination of employment, including retirement.
   [ ] In-Service Withdrawal (only available under a profit-sharing plan).
   [ ] Attainment of age 70-1/2 (required minimum distribution).
   [ ] Termination of Plan.
   [ ] Death.
   [ ] Disability.

3. Date for payment

   [ ] As soon as allowed by the terms of the Plan.
   [ ] Defer payment of benefit until ____________ (date not later than April 1 following the calendar year in which you attain age 70-1/2 or termination of employment if later).

4. Form of payment

   [ ] Normal Form under the Plan.
   [ ] Lump Sum.
   [ ] Installments* payable [ ] monthly, [ ] quarterly, [ ] semi-annually, [ ] annually.

      [ ] Based on my life expectancy.
      [ ] Based on life expectancy of me and my Beneficiary [ ] with [ ] without recalculation of [ ] my life, [ ] my Spouse's life expectancy [ ] both my and my Spouse's life expectancy.
      [ ] Specify number of payments ______.

   Payments may not be set up over a period exceeding the life expectancy of you and your Beneficiary. If your Spouse is not Beneficiary, special minimum distribution rules must be satisfied.

   [ ] Annuity* contract:

      [ ] Life annuity.
      [ ] Life annuity ________ (maximum 20) years certain.
      [ ] Joint and 50%, 66-2/3%, 75%, or 100% survivor annuity. (circle choice)

[ ] Attainment of age 70-1/2 (required minimum distribution).

*Only available if your vested account balance exceeds $3,500. Annuity payments are only available under a Money Purchase or Target Benefit Pension Plan, and any Profit-Sharing Plan not safe-harbored.

5. Direct Rollover (Transfer) or Rollover Paid to Me

[ ] I choose to have my benefit paid in a direct rollover (transfer) to:

[ ] My IRA.

________% of Distribution or $________.

Name of IRA Account: ____________________
Account Number: ____________________
Name of Bank: ____________________
Address of Bank: ____________________
____
Bank ABA Number: ____________________
(if wire transfer)

[ ] Another Employer's Qualified Retirement Plan.

________% of Distribution or $________.

Name of Plan: ____________________
Name of Employer: ____________________
Address of Employer: ____________________
____
Trust Account Number: ____________________
(if wire transfer)

NOTE: It is your obligation to insure that the Employer Plan named above will accept the transfer of your benefit payment. Also, only taxable monies may be rolled into another Plan or an IRA. Any non-taxable monies (after-tax) will be distributed to you.

[ ] I choose to have my benefit paid directly to me.

________% of Distribution or $________.

NOTE: If you choose a direct rollover of your benefit, generally you should direct it to only one eligible retirement plan or IRA.

6. Beneficiary (if lump sum payment option not elected). Note! If beneficiary designated is not your Spouse, he or she must consent to this designation.

Primary Beneficiary

Beneficiary(ies)	____________	____________
Address and Zip Code	____________	____________
	____________	____________
Birth Date	____________	____________
Social Security No.	____________	____________
Relationship	____________	____________
Percentage	____________	____________

Alternate Beneficiary

Beneficiary(ies)	____________	____________
Address and Zip Code	____________	____________
	____________	____________
Birth Date	____________	____________
Social Security No.	____________	____________
Relationship	____________	____________
Percentage	____________	____________

____
Signature of Participant

If your account balance or the present value of your accrued benefits exceeds $3,500, this form must be signed before any payment may be made.

NOTE: No benefits are payable unless the Spouse's consent or Participant's certification is signed. If you are married and prior sentence applies, your spouse must sign also.

If I predecease my Primary Beneficiary(ies), upon the death of my Primary Beneficiary(ies) [ ] remaining benefits will continue to his, her or their designee(s) [ ] remaining benefits will be paid to my Alternate Beneficiary(ies).

Spouse's Consent

I hereby approve of, and consent to, the payment option and or beneficiary designation elected by my spouse as provided above. I understand that under the terms of the Plan benefits in excess of $3.500 may have to be paid in the form of a joint and 50% survivor annuity unless I consent to a different form of payment as provided above. I also understand that the effect of my consent may be to have retirement benefits under the Plan paid in a different form or to a beneficiary other than myself. I further understand that my spouse may not change the Primary Beneficiary designation on the preceding page hereof, without first obtaining my written consent.

Name of Spouse

Signature of Notary Public

Signature of Spouse

Date

Participant's Certification, if No Spouse

[ ] I hereby certify that I am not now married and that there are no Plan benefits payable to a former spouse under a qualified domestic relations order.

[ ] I hereby certify that I am not now married, however, there may be a reduction in my benefits as a result of a qualified domestic relations order.

Signature of Notary Public

Signature of Participant

Date

NOTICE OF WITHHOLDING ON DISTRIBUTIONS

The distribution(s) you receive from the (Name of Plan) ______________________ are subject to Federal income tax withholding. Withholding will only apply to the portion of your distribution that is included in your income subject to Federal income tax.

Generally, all distributions are subject to a mandatory 20% Federal Income Tax Withholding. The exceptions to this rule are listed below. If any of these exceptions applies to your distribution, you may elect not to have withholding apply. If you are directly rolling over your entire taxable benefit into an eligible retirement plan or IRA do not complete this form. By rolling the money over, the tax will be deferred until you distribute the monies from the receiving Plan or IRA.

Sign, date, complete this election and return it to (insert name of contact and address) ____________ ______________________________.

DISTRIBUTIONS EXEMPT FROM MANDATORY 20% FEDERAL TAX WITHHOLDING

1) Non-Taxable Distributions. Money being distributed which has been previously taxed (such as after-tax contributions) will not be subject to the mandatory withholding.

2) Periodic Payments. Periodic payments made over:

   a) your life expectancy, or
   b) your life expectancy and your beneficiary's life expectancy, or
   c) a period of ten years or more

   are not subject to the mandatory withholding.

3) Required Minimum Distributions. Payments made on the account of your reaching age 70-1/2 are not subject to the mandatory withholding.

   Unless your distribution meets one of these three categories it is subject to a mandatory 20% Federal Tax Withholding, although you may elect to have more than 20% withheld, if you wish. If the taxable distribution is less than $200, no withholding is required. If your distribution meets one of these three categories, you may elect not to have withholding apply. If you elect not to have withholding apply to your distribution or if you do not have enough Federal income tax withheld from your distribution, you may be responsible for payment of estimated tax. You may incur penalties under the estimated tax rules if your withholding and estimated tax payments are not sufficient.

Please check the box which corresponds to your type of distribution and complete the remainder of this election.

☐ **NON-PERIODIC DISTRIBUTIONS OR WITHDRAWALS**
If you do not return the election by (insert date) __________, receipt of your payment may be delayed. If you do not respond by the date your distribution is scheduled to begin, 20% of the taxable portion of your distribution subject to Federal income tax will be withheld.

☐ **TOTAL DISTRIBUTIONS**
If you do not return the election by (insert date) __________, receipt of your payment may be delayed. If you do not respond by the date your distribution is scheduled to begin, 20% of the taxable portion of your distribution will be withheld.

☐ **PERIODIC PAYMENTS**
Your withholding election will remain in effect until you revoke it. You may revoke your election at any time by returning the signed and dated revocation to the below listed contact. Any election or revocation will be effective no later than the January 1, April 1, July 1, or October 1 after it is received, so long it is received at least thirty (30) days before that date. You may make and revoke elections not to have withholding apply as often as you wish. Additional election forms may be obtained from the below listed contact.

If you do not return the election by (insert date) __________, Federal income tax will be withheld from the taxable portion of your benefit payments at a rate of 20%, unless the periodic payments satisfy the requirements stated at (2) above.

ELECTION FOR INDIVIDUALS RECEIVING DISTRIBUTIONS

Sign, date, complete this election and return it to (insert name of contact and address) ______________
____.

Even if you elect not to have Federal income tax withheld, you are liable for payment of Federal income tax on the taxable portion of your distribution. You also may be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate. Check box A if you do not want any Federal income tax withheld from your distribution. Check box B if you want Federal income tax withheld from your distribution.

Name of Individual: ______________________________
Address: ______________________________
Social Security Number: ______________________________

Signature of Individual: ______________________________ Date Signed: ____________________

☐ **NON-PERIODIC DISTRIBUTIONS OR WITHDRAWALS**

A. ☐ I do not want to have Federal income tax withheld from my distribution.*
B. ☐ I do not want to have Federal income tax withheld from my distribution, in excess of 20%.
C. ☐ I want to have additional Federal income tax withheld from my distribution, in excess of 20%.
   1. ☐ Please withhold an additional 10% of the taxable portion of my distribution.
   2. ☐ Please withhold the following additional amount from my distribution: $________.

☐ **TOTAL DISTRIBUTIONS**

A. ☐ I do not want to have Federal income tax withheld from my distribution.*
B. ☐ I do not want to have Federal income tax withheld from my distribution, in excess of 20%.
C. ☐ I want to have additional Federal income tax withheld from my distribution, in excess of 20%.
   1. ☐ Please withhold an additional amount determined from the following table:

Distribution	Withholding Amount
Up to $20,000	5% of the Qualified Total Distribution
Over $20,000 but not over $40,000	$1,000 + 13-1/2% of amount over $20,000
Over $40,000 but not over $135,000	$3,700 + 16-2/5% of amount over $40,000
Over $135,000 but not over $205,000	$19,280 + 22-1/2% of amount over $135,000
Over $205,000 but not over $280,000	$35,030 + 27% of amount over $205,000
Over $280,000 but not over $300,000	$55.280 + 32% of amount over $280,000
Over $330,000	$71,280 + 37% of amount over $330,000

   2. ☐ Please withhold the following additional amount from my payment $ ____________.

☐ **PERIODIC PAYMENTS**

A. ☐ I do not want to have Federal income tax withheld from my distribution.*
B. ☐ I do not want to have Federal income tax withheld from my distribution, in excess of 20%.
C. ☐ I want to have additional Federal income tax withheld from my distribution, in excess of 20%.
   1. ☐ Please withhold an additional amount determined as if I were ☐ single ☐ married individual claiming ________ withholding allowances.
   2. ☐ Please withhold the following additional amount from each payment. $______.
      Marital Status: ☐ single ☐ married

*NOTE: May only be elected if the distribution is fully non-taxable or represents a distribution that is exempt from the mandatory 20% Federal Tax Withholding. See reverse side.

PARTICIPANT'S NOTICE
JOINT AND SURVIVOR ANNUITY

Plan Name: ______________________ **Date:** ____________

Under the terms of our Plan, each Participant is entitled to receive notice and explanation of the possibility of a Plan's Joint and Survivor Annuity which takes effect at retirement. The notice is provided to all Participants approximately 180 days prior to the commencement of their benefits from the Plan.

The purpose of the notice is to inform you and your Spouse of the terms and conditions of the Joint and Survivor annuity rules. The rules are as follows:

(1) If you are married at the time you retire or terminate employment, your account will automatically be payable to you and your Spouse in the form of a joint and ____% survivor annuity. This form of benefit will provide you with a series of payments over your life, and then provide your Spouse if he or she survives you with payments equal to a proportion of the amount received while you were alive. The amount of the payments will depend on the value of your vested account balance or accrued benefit and life expectancy of both you and your Spouse.

(2) You may elect, with consent of your Spouse, to receive your benefit in a form other than as described above or to have it paid to someone other than your Spouse. However, in order to do so, you must file the attached Application For Benefits during the 90 day period preceding the date on which payment of your benefits is to commence. You may at any time during the 90 day period revoke a previous election and/or make a new election.

(3) Since these rules are designed to provide an automatic benefit to your Spouse, any election you make pursuant to (2) above must be approved by your Spouse in writing and be witnessed by a notary public.

(4) If you have elected against the joint and survivor annuity pursuant to (2) above and you die after your benefits have commenced to be paid under the Plan, the balance of your account will be paid to your beneficiary in the form elected by you and your Spouse and will be paid at least as rapidly as under the method selected.

(5) Please contact __________ if you have any questions concerning the joint and survivor benefit rules or election procedures. Also, please notify the Plan Administrator of any changes in your marital status.

Plan Administrator

Name: ______________________________

JOINT AND SURVIVOR ANNUITY NOTICE
(Married Participants)

As a married Participant in ____ Plan you have accumulated benefits that will be paid to you under the provisions of the Plan. This notice will explain to you the joint and survivor annuity, which is the form in which your benefits will be paid unless you make the election provided for in this notice.

A joint and survivor annuity form of payment provides you with a monthly payment for your life, and, upon your death, a monthly payment during your spouse's life equal to 50% of the monthly payment you received prior to your death. Because your spouse will receive a 50% survivor payment, the relative financial effect of a joint and survivor annuity is to reduce the monthly payments you would otherwise have received had payments been made to you as a single life annuity. The effect of the joint and 50% survivor annuity can be demonstrated by the following statement of your account, with examples of amounts you will receive under alternative forms of payment.

Your vested account balance is ____________.

If paid currently in the form of a joint and 100% survivor annuity, you will receive monthly payments of ____________ beginning at age ________ for your life, and, upon your death, your spouse will receive _______ for his or her life.

If paid currently in the form of a joint and 50% survivor annuity, you will receive monthly payments of ____________ beginning at age ________ for your life, and, upon your death, your spouse will receive ______ for his or her life.

If paid currently in the form of a "straight life annuity", you will receive monthly payments of &SLA&, and your spouse will receive no monthly payments after your death.

NOTE: The monthly payments will depend upon the current annuity rates being charged by a major insurance company at the time the annuity is actually purchased. Also, your account balance may change as a result of contributions made on your behalf (or earnings credited to your account) during your final year of employment.

You may elect in writing not to receive your benefits in the form of a joint and survivor annuity. You must make this election during the 90 day period before your benefits are due to be paid. However, your spouse must consent in writing before a Plan representative or notary public to your election. You may also revoke this election before your benefits begin.

In the event you elect to waive the joint and survivor annuity form of payment, and your spouse has consented to such waiver, the Administrator will distribute your benefits in an alternative method, to be determined in the sole discretion of the Administrator.

It is important that you understand your rights and obligations regarding this joint and survivor annuity form of payment and any alternative form of payment. You should direct any questions to the Administrator.

____________________	____________________
Date	Administrator
____________________	____________________
Date Received	Participant

Name: ______________________________

STRAIGHT LIFE ANNUITY NOTICE

(UNMARRIED PARTICIPANTS)

You have accumulated benefits that will be paid to you under the provisions of the Plan. This notice will explain to you the "straight life annuity", which is the form in which your benefits will be paid unless you make the election provided for this notice.

A "straight life annuity" form of payment provides you with monthly payments for your life. At your death, payments will cease. For example, if you die after receiving 6 monthly straight life annuity payments, no further benefits will be paid to your estate or beneficiaries after your death.

If paid currently in the form of a "straight life annuity", you will receive monthly payments of ______. The monthly payment will begin at Normal Retirement Age.

You may elect in writing not to receive your benefits in the form of a "straight life annuity". You must make this election during the 90 day period before your benefits are due to be paid. However, you may revoke this election before your benefits begin.

In the event you elect to waive the "straight life annuity" form of payment, the Administrator will distribute your benefits in an alternative method, to be determined in the sole discretion of the Administrator. These alternative methods are:

A lump sum payment of ______________ *

It is important that you understand your rights and obligations regarding this "straight life annuity" form of payment and any alternative form of payment. You should direct any questions to the Administrator.

______________________	______________________
Date	Administrator
______________________	______________________
Date Received	Participant

DETERMINATION OF TAXABLE AMOUNT ON IN-SERVICE WITHDRAWALS OF VOLUNTARY CONTRIBUTIONS

PLAN NAME: ____________________

PARTICIPANT: ____________________

ACCOUNT NUMBER: ____________ DATE: __________

1. Voluntary Contributions to date: $ __________

2. Voluntary Contribution Account balance (includes earnings on contributions*) as of last Valuation Date (_____): $ __________

3. Ratio of Voluntary Contributions to total Voluntary Contribution Account Balance [(1)÷(2)]: ________%

4. Amount to be withdrawn: $ __________

5. Non-Taxable Portion of Distribution [(3)x(4)]: $ __________

6. Taxable Portion of Distribution [(4) - (5)]: $ __________

*If Voluntary Contributions were separately accounted for, just the earnings on that sub-account should be utilized. If not, earnings on the entire account must be used.

If you are under the age of 59-1/2, the taxable portion of your withdrawal will be subject to a 10% early distribution penalty, in addition to normal income tax. This penalty is not tax-deductible. You may also be subject to 20% withholding on the taxable portion of your distribution unless you choose a Direct Rollover below. Amounts under $200 are not subject to this required 20% withholding.

7. Direct Rollover (Transfer) or Paid to Me

[ ] I choose to have the taxable portion of my benefit paid in a direct rollover (transfer) to:

[ ] My IRA.

________% of Distribution

Name of IRA Account: __________
Account Number: __________
Name of Bank: __________
Address of Bank: __________
____
Bank ABA Number: __________
(if wire transfer)

[ ] Another Employer's Qualified Retirement Plan.

________% of Distribution or $________.

Name of Plan: __________
Name of Employer: __________
Address of Employer: __________
____
Trust Account Number: __________
(if wire transfer)

NOTE: It is your obligation to insure that the Employer Plan named above will accept the transfer of your benefit payment. Also, only taxable monies may be rolled into another Plan or an IRA. Any non-taxable monies (after-tax) will be distributed to you.

[ ] I choose to have the taxable portion of my benefit paid directly to me.

________% of Distribution or $________.

NOTE: If you choose a direct rollover of your benefit, generally you should direct it to only one eligible retirement plan or IRA.

I hereby withdraw the amount specified at 4 above, and further understand that such amount specified at 6 above will be subject to ordinary income tax and may be subject to an early distribution penalty, unless I elect a direct rollover. I also understand that this distribution may be subject to an automatic 20% withholding requirement which the Plan Administrator is required to withhold and send to the IRS as income tax withholding to be credited against my taxes, unless I elect a direct rollover. If I am married, my spouse has consented to this withdrawal by signing below.

Signature of Participant: ________________________________

SPOUSE'S CONSENT

I hereby consent to the distribution of the above-named funds and understand that the effect of my consent may reduce retirement benefits I may otherwise be entitled to.

Name of Spouse: ________________________________

Signature of Spouse: ________________________________

Date: ________________________________

Sworn to, and witnessed by me, this ________ day of __________(month), __________(year).

Name of Notary Public: ________________________________

Signature of Notary Public: ________________________________

PARTICIPANT'S CERTIFICATION IF NO SPOUSE

I hereby certify that I am not now married, and that there are no Plan benefits payable to a former spouse under a qualified domestic relations order.

Signature of Participant: ________________________________

Sworn to, and witnessed by me, this ______ day of ____________ (month), _______ (year).

Name of Notary Public: ________________________________

Signature of Notary Public: ________________________________

TRANSFER REQUEST

Plan Name: ______________________________

Account Number: ______________________________

Present Trustee/Custodian: ______________________________

Dear Sir or Madam:

This is notification of my intent to terminate my present account (identified above) with your institution. Please transfer all assets of the above account to ________ ________________, fbo (Name of Plan) ______________________.

Forward all assets to new Trustee/Custodian at the below listed address.

____________________ will now act as the [ ] Trustee [ ] Custodian for the (Name of Plan) ____________________. This change will take place as of the date of transfer. I understand that I can no longer rely on this Prototype Plan after sixty days from today. Therefore, I must adopt a new plan: either another prototype or an individually designed plan.

Please call or write me with any questions.

Customer Signature: ____________________ **Date:** __________

Customer Street Address: ______________________________

City, State, Zip Code: ______________________________

Social Security Number: ______________________________

****

INSTITUTION ACCEPTING TRANSFER

Our institution agrees to serve as the new Trustee/Custodian for the account of the above named party and, as Trustee/Custodian, we agree to accept the assets being transferred.

Name: ______________________________

Address: ______________________________

Telephone Number: ______________________________

Authorized Signature: ____________________ **Date:** __________

SOCIAL SECURITY ADMINISTRATION

LETTER FORWARDING SERVICE

The Social Security Administration will attempt to forward a letter to any individual who is entitled to benefits from a pension or profit-sharing plan, if such person cannot be located by other means.

There is a $3.00 per individual fee for this service. The letter requesting the forwarding service and the letter to be forwarded to the individual must be accompanied by a check in the proper amount payable to Social Security Administration and mailed to:

Social Security Administration,
Office of Central Records Operations
6401 Security Boulevard
Baltimore, Maryland 21235

The letter to be forwarded to the individual should be inserted in an unsealed, unstamped envelope bearing only the name and social security number of the person to be located. There should be nothing in the letter that might embarrass the intended recipient if the letter were read by a third party. No questionnaire may be enclosed, although a pre-addressed envelope may be included.

The Social Security Administration cannot guarantee that the letter will be delivered or that a reply will be received and will not forward a second letter to the same individual.

Two sample letters, which should be typed on your company letterhead, are attached. One letter is to the Social Security Administration requesting the forwarding service; the other is a letter to the individual.

SAMPLE LETTER FOR LETTER FORWARDING REQUEST

Social Security Administration
Office of Central Records Operations
6401 Security Boulevard
Baltimore, Maryland 21235

Dear

We are unable to locate the following former employee who is entitled to a benefit under our retirement plan.

Former Employee's Name: ______________________________

Last Known Address: ______________________________
____

Social Security Number: ______________________________

Please forward the enclosed letter to this individual. Enclosed is our check in the amount of $3.00 to cover the fee for this service.

Sincerely yours,

Enclosures

SAMPLE LETTER TO FORMER EMPLOYEE

(Name of Former Employe)
(Last Known Address)

Dear

You are entitled to a benefit from our company's retirement plan. As we have been unable to contact you at the above address, this letter is being forwarded to you through the Social Security Administration.

Please advise us of your address so that we may arrange for payment of your benefit. Your reply should be mailed to:

(Person to contact)
(Company name and address)
(Phone number)

We are enclosing a pre-addressed envelope for your convenience.

Sincerely yours,

BENEFICIARY DESIGNATION FORM FOR PRE-RETIREMENT DEATH BENEFITS

Please Print or Type

A. IDENTIFICATION

Participant's Name (Last) (First) (Initial) Social Security Number

Home Address (Street and P.O. Box) (City) (State) (Zip)

Home Telephone (+ Area Code) Branch Location

I acknowledge that Federal Law (Retirement Equity Act of 1984) requires that, if I am married, my spouse must be my sole beneficiary under all plans - unless he/she consents in writing below to my naming someone else on this form. Further, my spouse must become my beneficiary if he/she survives the beneficiary(ies) designated below.

CHECK ONE:
___ I am not married.
___ My spouse has not signed the consent form below. (An appropriate explanation can be attached to this form.)
___ My spouse has signed the consent form below.

B. BENEFICIARIES

a. Primary Beneficiary
Name (Last) (First) (Initial) Address (Street) (City) (State) (Zip)

Social Security Number Home Telephone (+Area Code) Relationship (if any)

b. Secondary Beneficiaries
1) Name (Last) (First) (Initial) Address (Street) (City) (State) (Zip)

Social Security Number Home Telephone (+Area Code) Relationship (if any)

2) Name (Last) (First) (Initial) Address (Street) (City) (State) (Zip)

Social Security Number Home Telephone (+Area Code) Relationship (if any)

If my primary beneficiary: (1) fails to survive me, or (2) the Plan Committee fails to locate my primary beneficiary after taking such action as the Committee feels is appropriate, my account balance under this plan will be divided equally among my surviving secondary beneficiaries. I understand that any beneficiary designations previously made by me under the plan(s) are now void.

Date ____________________ Signature of Participant ____________________

C. WAIVER OF SPOUSE BENEFICIARY

As a participant in the plan(s), I acknowledge that I have been informed that if I should die prior to my retirement, my spouse shall be the sole beneficiary of my pre-retirement death benefit and that the benefit will be paid in the form of a Pre-Retirement Survivor Annuity. I have the right to waive the designation of my spouse if my spouse consents to such waiver. I have the right to revoke such waiver at any time without my spouse's consent.

I hereby waive the right to have my spouse be the sole beneficiary of my pre-retirement death benefit and simultaneously waive the Pre-Retirement Survivor Annuity.

Signature of Witness Signature of Participant Date

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I consent to my spouse's waiver of the Pre-Retirement Survivor Annuity. I also consent to the designation made by my spouse to have the pre-retirement death benefit paid to the named beneficiary. The Pre-Retirement Survivor Annuity death benefit has been explained to me, and I acknowledge that I understand: (1) that the effect of such designation is to cause my spouse's death benefit to be paid to the beneficiary specified; (2) that each beneficiary designation is not valid unless I consent to it; and (3) that my consent is irrevocable unless my spouse revokes the beneficiary designation. **MUST BE SIGNED BEFORE NOTARY PUBLIC.**

Signature of Witness Signature of Participant's Spouse Date

Before me personally appeared ______________________________, who executed the within instrument.

Signature of Notary Public Date

____

My commission expires: ______________________________

(Seal)

Part I - Notice

As a participant in the plan(s), the law requires that you be informed as to the disposition of your Benefits upon your death before retirement.

In the case of your death before retirement, the plan(s) will use 100% of your Retirement Benefits to purchase a survivor annuity for your spouse. This annuity will provide your spouse with monthly payments over his or her life. If you are not married at the time of your death, the death benefit will be paid to your designated beneficiary.

Beginning with the first day of the plan year in which you attain age 35 (thirty-five) - or upon your termination if you are under age 35 - you may elect to waive either: (a) the requirement that your death benefit be paid in the form of a survivor annuity, or (b) the requirement that your spouse be your beneficiary, or (c) both. Your spouse must consent to any waiver in writing before a Notary Public.

If you elect to waive both the survivor annuity and your spouse as beneficiary (and your spouse has consented to both), then you may designate a beneficiary of your choosing.

It is important that you and your spouse understand your rights and obligations concerning your death benefit. You should direct any questions to the Plan Administrator. Also, because a spouse has certain rights to the death benefit, you should immediately inform the Plan Administrator of any change in your marital status.

Part II - Designation of Beneficiary Instructions

- If you are not married, complete Sections A and B, sign and date as indicated.

- If you are married and under age 35, complete Section B, sign and date as indicated.

- If you are married, age 35 or over, and wish your death benefit paid according to the Notice in Part I, then complete Section B, sign and date as indicated.

- If you are married, age 35 or over, and wish to name a beneficiary other than your spouse, complete Section A and B, sign and date as indicated. In addition, you and your spouse must *sign* and date the Waiver of Spouse Beneficiary *in front of a Notary Public.*

If you are married, age 35 or over, and wish your spouse to be the beneficiary but wish to waive the Pre-Retirement Survivor Annuity, enter your spouse's name in Section A and complete Section B. In addition, you and your spouse must *sign* and date the Waiver of Spouse Beneficiary *in front of a Notary Public.*

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INDIVIDUAL RETIREMENT ARRANGEMENTS (IRAs)

Overview

The purpose of this overview is to give you a general explanation of individual retirement arrangements (IRAs) and how the company's retirement plan affects your IRA contribution. It is not intended to be complete coverage of the rules affecting IRAs.

Deductible Contributions

Generally, you can take a deduction for the amount of contributions that you are allowed to make to your IRA. However, if you or your spouse are covered by an employer retirement plan, your IRA deduction may reduced or eliminated, depending on the amount of your income.

Who is Covered by an Employer Plan?

The Form W-2, Wage and Tax Statement, you receive at the end of the year includes a box to indicate whether or not you are covered for the year. The form should have a check in the "Pension Plan" box if you are covered. If you are not certain whether you are covered by your employer's retirement plan, you should ask your employer.

Employer Plans

An employer retirement plan is one that an employer sets up for the benefit of the employees. For purposes of the IRA deduction rules, an employer retirement plan is any of the following:

- A qualified (meets IRS requirements) pension, profit-sharing, stock bonus, money purchase, etc., plan (including Keogh plans),
- A qualified stock bonus, pension, or profit-sharing plan created by a collective bargaining agreement between employee representatives and one or more employers (a union plan),
- A qualified annuity plan,
- A plan established for employees by a federal, state, or local government, or any of their political subdivisions, agencies, or instrumentalities (other than an eligible state-deferred compensation plan), or
- A tax-sheltered annuity plan for employees of public schools and certain tax-exempt organizations.

When Are You Covered?

Special rules apply to determine whether you are considered to be covered by a plan for a tax year. These rules differ depending on whether the plan is a defined contribution or defined benefit plan. They also differ because of your marital status.

Defined Contribution Plan. A defined contribution plan is a plan that provides for a separate account for each person covered by the plan. Benefits are based only on amounts contributed to or allocated to each account. Types of defined contribution plans include profit-sharing plans, stock bonus plans, and money purchase pension plans.

Generally, you are considered covered by a defined contribution plan if amounts are contributed or allocated to your account for the plan year that ends within your tax year.

Example. Company A has a money purchase pension plan. Its plan year is from July 1 to June 30. The plan provides that contributions must be allocated as of June 30. Bob, an employee, leaves Company A on December 30, 1988. The contribution for the plan year ending on June 30, 1989, is not made until February 15, 1990 (when Company A files its corporate return). In this case, Bob is considered covered by the plan for his 1989 tax year.

Defined Benefit Plan. A defined benefit plan is any plan that is not a defined contribution plan. Contributions to a defined benefit plan are based on a computation of what contributions are necessary to provide definite benefits to plan participants. Defined benefit plans include pension plans and annuity plans.

If you are not specifically excluded from the eligibility provisions of an employer's defined benefit plan for the plan year that ends within your tax year, you are considered covered by the plan. This rule applies even if you declined to be covered by the plan, you did not make a required contribution, or you did not perform the minimum service required to receive a benefit.

Example. John, an employee of B, is not excluded from coverage under B's defined benefit plan with a July 1 to June 30 plan year. John leaves B on December 30, 1988. Since John is not excluded from coverage under the plan for its year ending June 30, 1989, he is considered covered by the plan for his 1989 tax year.

Nonvested Employees. If your employer sets aside money under a plan during the year for your retirement, you are considered covered by a plan that year. It does not matter if you are not yet vested (given a legal right to the money).

Marital Status. To determine whether you are covered by an employer retirement plan for the tax year because of your spouse, you must wait until the last day of the year; because whether you are considered married or single depends on your filing status on the last day of the tax year. If you were married to two different spouses during the same year, you are considered married for the year for this purpose to the spouse to whom you were married at the end of the year.

Death of Spouse. If your spouse died during the year, and you file a joint return as the surviving spouse, coverage by an employer retirement plan for that year is determined as if your spouse were still alive.

Married Filing Joint Return. You are considered covered by a plan if either you or your spouse is covered by a plan and you file a joint return. You are both considered covered for this purpose.

If you are married filing a separate return and you are not covered by an employer retirement plan, but your spouse is, you are considered covered if you and your spouse lived together at any time during the year.

<u>When Are You Not Covered?</u>

You are not covered if either you or your spouse is covered for any part of the year by an employer retirement plan.

Full Deduction. If neither you nor your spouse is covered for any part of the year by an employer retirement plan, you can take full IRA deduction for contributions of up to $2,000, or 100% of compensation, whichever is less.

Partial Or No Deduction. If either you or your spouse is covered by an employer's retirement plan, you may be entitled to only a partial deduction or no deduction at all, depending on your income and your filing status. Your deduction begins to decrease (phaseout) when your income rises above a certain amount and is eliminated altogether when it reaches a higher amount. The amounts vary depending on your filing status.

<u>Adjusted Gross Income Limitation</u>

The effect of income on your deduction, as just described, is sometimes called the adjusted gross income limitation (AGI limit). To compute your reduced deduction, you must first determine your modified adjusted gross income and your filing status.

Modified adjusted gross income (Modified AGI) is defined as follows:

> If you file Form 1040A -- the amount on page 1 "total income" line, or
>
> If you file Form 1040 -- the amount on the page 1 "adjusted gross income" line, but modified by figuring it without taking any IRA deduction or any foreign earned income exclusion and foreign housing exclusion or deduction.

Note: If you received Social Security benefits, use the special worksheets (taken from IRS Publication 590. For complete details, obtain a copy of this free publication) to figure your Modified AGI.

Deduction phaseout. Your IRA deduction is reduced or eliminated entirely depending on your filing status and Modified AGI as follows:

If your filing status is:	Your IRA deduction is reduced if your modified AGI is within the phaseout range of:	Your deduction is eliminated if your modified AGI is:
Single, or Head of household	$25,000 -- $35,000	$35,000 or more

Married-joint return, or Qualifying widow(er)	$40,000 -- $50,000	$50,000 or more
Married-separate return	$-0- -- $10,000	$10,000 or more

<u>Nondeductible Contributions</u>

Although your deduction for IRA contributions may be reduced or eliminated because of the adjusted gross income limitation (see Deductible Contributions, earlier), you can still make contributions to your IRA of up to $2,000 ($2,250 for a regular and a spousal IRA combined) or 100% of compensation, whichever is less. The difference between your total permitted contributions and your total deductible contributions, if any, is your **nondeductible contribution.**

As long as your contributions are within the contribution limits just discussed, none of the earnings on any contributions (deductible or nondeductible) will be taxed until they are distributed. You will also have a cost basis in your IRA if you make nondeductible contributions. Your **basis** is the sum of the nondeductible amounts you have contributed to your IRA less any distributions of those amounts. When you withdraw (or receive distributions of) these amounts, you can do so tax-free.

Note. Generally, you cannot withdraw only nondeductible contributions.

(Taken from IRS Publication 590. For complete details, obtain a copy of this free publication.)

ROLLOVER CONTRIBUTION

To the Trustee(s) of the ______________________________________

____ ("Plan").

Re: ______________________________
[Name]

____
[Address]

____
[Social Security Number]

As a participant in the above Plan, I hereby make a "rollover contribution" in the amount of $__________________, consisting of: ( )cash ( )the property listed in the schedule attached to this form.

This rollover contribution satisfies the requirements of the following section of the Internal Revenue Code of 1986, as amended:

[] §402(a)(5). [] §408(d)(3). [] §403(a)(4).

Dated this________ day of__________________, 19____.

____
Participant Signature

As tax advisor to the above-named Participant, I hereby confirm the applicability of the designated Code section to the contribution described in this rollover contribution statement.

Dated this________ day of__________________, 19____.

____
Name of Tax Adviser (Print or Type)

____
Signature of Tax Adviser

* * * * * * * * * * * * * *

Participant: ______________________________

PARTICIPANT RELEASE AGREEMENT

(For Distributions Of $3,500 Or Less To Terminated Participant)

As a Participant under the Plan, and having terminated my employment with the Employer, I understand that the vested value of my Account is ____________________.

I hereby release the Plan Administrator, the Trustees of the Plan and the Employer from and against any and all claims the undersigned may have or hereafter claim to have against said Administrator, Trustees and the Employer, but only with respect to my interest in said Plan. Nothing contained in this release is intended to relieve any fiduciary of an obligation or duty under ERISA, or to violate the provisions of Section 410 of ERISA.

The Internal Revenue Code provides several complex rules relating to the taxation of the amounts you received in this distribution. This notice merely summarizes these rules. You should promptly consult a tax advisor in deciding what course to follow with respect to this distribution.

The Internal Revenue Code permits you to avoid current taxation on any portion of the taxable amount of an eligible distribution by rolling over that portion into another qualified employer retirement plan that accepts rollover contributions or into an individual retirement arrangement (IRA). A tax-free rollover is accomplished by transferring the amount you are rolling over to the new plan or IRA not later than 60 days after you receive the amount from this plan and notifying the trustee or issuer of the new plan or IRA that you are making a rollover contribution. If you receive a series of distributions within a single year that would be treated as a lump sum distribution, the 60 day period does not expire until 60 days after the day you receive the last distribution in the series.

Not all plan distributions are eligible to be rolled over. A distribution must be either a "qualified total distribution" or a "partial distribution" in order to be rolled over. In general, a qualified total distribution is either lump sum distribution or a distribution because of a plan termination. A lump sum distribution is the payment of all remaining benefits under a plan because of death or other separation from service or after the employee reaches age fifty nine and one-half. A partial distribution is payment of 50 percent or more of plan benefits that is not of a series of periodic payments. A rollover of any portion of a partial distribution may disqualify a subsequent distribution from the same type of plan for capital gains treatment and 5-year averaging (described below). There are specific and technical qualifications and requirements set forth in Section 402 of the Internal Revenue Code that must be satisfied in order for your plan distribution to be eligible to be rolled over.

CAPITAL GAINS TREATMENT AND 5-YEAR AVERAGING

If your distribution qualifies under Section 402(e) of the Internal Revenue Code as a lump sum distribution, and no part of your distribution is rolled over, you may be able to elect to have the part of the distribution attributable to your participation in the plan before 1974 (if any) taxed as a long term capital gain, and the remainder taxed as ordinary income or under special 5-year averaging rules that may reduce the amount of income tax you will be required to pay on account of this distribution. Alternatively, you may elect to have the entire amount of the distribution taxed as ordinary income or under the 5-year averaging rules. In addition, 5-year averaging may not be elected unless the employee participated in the plan making the distribution for any part of at least five years.

IN WITNESS WHEREOF, the undersigned has hereto set (his)(her) hand and seal this _____ day of ___________ 19____.

______________________________ ______________________________

(Witness) (Participant)

____

For the Administrator

Name: ______________________________

PARTICIPANT RELEASE AGREEMENT

(For Distributions Of More Than $3,500 To Terminated Participant)

I understand that the value of my benefit is more than $3,500 and that payment of my benefit will be deferred unless I consent in writing to this distribution.

Furthermore, I understand that if I am married, my spouse must also consent to this distribution.

I hereby release the Plan Administrator, the Trustees of the Plan and the Employer from and against any and all claims the undersigned may have or hereafter claim to have against said Administrator, Trustees and the Employer but only with respect to my interest in said Plan. Nothing contained in this release is intended to relieve any fiduciary of an obligation or duty under ERISA, or to violate the provisions of Section 410 of ERISA.

The Internal Revenue Code provides several complex rules relating to the taxation of the amounts you received in this distribution. This notice merely summarizes these rules. You should promptly consult a tax advisor in deciding what course to follow with respect to this distribution.

The Internal Revenue Code permits you to avoid current taxation on any portion of the taxable amount of an eligible distribution by rolling over that portion into another qualified employer retirement plan that accepts rollover contributions or into an individual retirement arrangement (IRA). A tax-free rollover is accomplished by transferring the amount you are rolling over to the new plan or IRA not later than 60 days after you receive the amount from this plan and notifying the trustee or issuer of the new plan or IRA that you are making a rollover contribution. If you receive a series of distributions within a single year that would be treated as a lump sum distribution, the 60 day period does not expire until 60 days after the day you receive the last distribution in the series.

Not all plan distributions are eligible to be rolled over. A distribution must be either a "qualified total distribution" or a "partial distribution" in order to be rolled over. In general, a qualified total distribution is either a lump sum distribution or distribution because of a plan termination. A lump sum distribution is the payment of all remaining benefits under a plan because of death or other separation from service or after the employee reaches age fifty nine and one-half. A partial distribution is payment of 50 percent or more of plan benefits that is not of a series of periodic payments. A rollover of any portion of a partial distribution may disqualify a subsequent distribution from the same type of plan for capital gains treatment and 5-year averaging (described below). There are specific and technical qualifications and requirements set forth in Section 402 of the Internal Revenue Code that must be satisfied in order for your plan distribution to be eligible to be rolled over.

CAPITAL GAINS TREATMENT AND 5-YEAR AVERAGING

If your distribution qualifies under Section 402(e) of the Internal Revenue Code as a lump sum distribution, and no part of your distribution is rolled over, you may be able to elect to have the part of the distribution attributable to your participation in the plan before 1974 (if any) taxed as a long term capital gain, and the remainder taxed as ordinary income or under special 5-year averaging rules that may reduce the amount of income tax you will be required to pay on account of this distribution. Alternatively, you may elect to have the entire amount of the distribution taxed as ordinary income or under the 5-year averaging rules. In addition, 5-year averaging may not be elected unless the employee participated in the plan making the distribution for any part of at least five years.

IN WITNESS WHEREOF, the undersigned has hereto set (his)(her) hand and seal this ______ day of ___________, 19____.

______________________	______________________
(Witness)	Participant
______________________	______________________
For the Administrator	Participant's Spouse

Name: ______________________________

ELECTION TO WAIVE JOINT AND SURVIVOR ANNUITY

I hereby acknowledge that I have been informed by the Administrator that my benefits under the Plan will be paid to me in the form of a joint and survivor annuity; that I have the right to waive that form of payment, provided that my spouse consents in writing to the waiver; that I understand the terms of a joint and survivor annuity and the financial effect of a waiver; and that I may revoke any waiver in effect.

( ) I hereby elect to waive the joint and survivor annuity form of payment.

EXECUTED this ____ day of _________, 19____.

______________________ Witness

______________________ Participant

SPOUSE'S CONSENT TO WAIVER

I hereby consent to the foregoing election by my spouse, not to have benefits Plan paid in the form of a joint and survivor annuity. Further, I hereby acknowledge that I understand (1) that the effect of my consent may be to forfeit benefits I would be entitled to receive upon my spouse's death; (2) that my spouse's waiver is not valid unless I consent to it; and (3) that my consent is irrevocable unless my spouse revokes the waiver.

EXECUTED this ____ day of _________, 19___.

Witnessed by:

______________________________ Participant's Spouse

____
Plan Representative
or
Notary Public

Nondiscrimination Test for Excluded Compensation

Plan Name:____

For PYE:____________________ Compensation Definition:____________________

____

____

General Test: If the definition of compensation does not automatically comply with IRC §414(s), because certain compensation is excluded, the ratio for includable compensation as to total compensation must be no less for the NHCE than for the HCE. Test needs to be performed each year. If the test fails, the definition of compensation must be changed to be nondiscriminatory before the end of the plan year.

Highly Compensated Employees:

A (1) Employee	B Total Compensation	C Excluded Compensation	D Included Compensation	E Ratio = D/B

(2) Ratio Totals __________

(3) Total number of HCE: __________
Average ((2) / (3)) __________

Non-Highly Compensated Employees:

A (1) Employee	B Total Compensation	C Excluded Compensation	D Included Compensation	E Ratio = D/B

Nondiscrimination Test for Excluded Compensation Page Two

A (1) Employee	B Total Compensation	C Excluded Compensation	D Included Compensation	E Ratio = D/B

(5) Ratio Totals ____________

(3) Total number of NHCE: ____________
Average ((5) / (6)) ____________

If the average for the NHCE is equal to or greater than the average for the HCE, the compensation used is not discriminatory.

Rev. 6/92

DOLLAR LIMITATIONS

401(a)(17) (compensation limitation)

1989	$200,000
1990	$209,200
1991	$222,220
1992	$228,860
1993	$235,840

[*Note:* For 1984-1988 years, a $200,000 limitation applied to top-heavy plans. For pre-1984 years, a dollar limitation applied to certain plans maintained by partnerships, sole proprietors, or S corporations.]

420(g) (elective deferral limitation)

1987	$7,000
1988	$7,313
1989	$7,627
1990	$7,979
1991	$8,475
1992	$8,728
1993	$8,994

[*Note:* Adjusted limitation applies to elective deferrals made in the calendar year.]

408(k)(2)(C) (SEP limitations)

1989	$327
1990	$342
1991	$363
1992	$374
1993	$385

414(q) (highly compensated employee definition)

(a) Compensation test

1987	$75,000
1988	$78,353
1989	$81,720
1990	$85,485
1991	$90,803
1992	$93,518
1993	$93,368

(b) Top paid group test

1987	$50,000
1988	$52,235
1989	$54,480
1990	$56,990

414(q) (continued)

1991	$60,535
1992	$62,345
1993	$64,245

(c) Officer test

1987	$45,000.00
1988	$47,011.50
1989	$49,023.00
1990	$51,291.00
1991	$54,481.50
1992	$56,110.50

[*Note:* Adjusted limitation applies to determination years and look-back years beginning in the calendar year.]

415 (limitations on benefits and contributions)

	415(b)(1)(A)	415(c)(1)(A)
1975	$75,000	$25,000
1976	$80,475	$26,825
1977	$84,525	$28,175
1978	$90,150	$30,050
1979	$98,100	$32,700
1980	$110,625	$36,875
1981	$124,500	$41,500
1982	$136,425	$45,475
1983	$90,000	$30,000
1984	$90,000	$30,000
1985	$90,000	$30,000
1986	$90,000	$30,000
1987	$90,000	$30,000
1988	$94,023	$30,000
1989	$98,064	$30,000
1990	$102,582	$30,000
1991	$108,963	$30,000
1992	$112,221	$30,000
1993	$115,641	$30,000

[*Note:* Adjusted limitation applies to limitation years *ending* in the calendar year. For 1983 and 1984, the dollar limitations reflect the TEFRA amendments, effective for years beginning after December 31, 1982. However, certain plans may have used the 1982 dollar limitation for those years under transitional rules. For the Code section 415(b)(1)(A) limitation, the 1975-1982 limitation applied to benefits commencing at age

415 (continued)

55 or later, the 1983-1986 limitation generally applied to benefits commencing between ages 62 and 65, and the 1987-1991 limitation applies to benefits commencing at social security retirement age.]

461(l) (key employee definition)

(a) Top 10 owner test

1984-1991:	$30,000

(b) Officer test

1984-1987	$45,000.00
1988	$47,011.50
1989	$49,023.00
1990	$51,291.00
1991	$54,481.50
1992	$56,110.50

[*Note:* Adjusted limitation applies to plan years beginning in the calendar year.]

4980A (excess retirement distributions/ accumulations)

1987	$112,500	$564,500
1988	$117,529	$587,645
1989	$122,580	$612,900
1990	$128,228	$641,140
1991	$136,204	$681,020
1992	$140,276	$701,380
1993	$144,551	

[*Note:* Adjusted limitation applies to distributions in the calendar year or to decedents dying in the calendar year.]

PLAN TERMINATION

REPORTING AND DISCLOSURE REQUIREMENTS FOR PLAN TERMINATIONS

When a decision is made to terminate a retirement plan, the Board of Directors adopts a resolution to terminate the plan which is included in the corporate minutes. The reporting and disclosure requirements are:

1. Line 9c of the 1991 Form 5500 or 5500C must be answered "yes".

2. Notice to Interested Parties.

   This notice is given to the following individuals:

   1. present employees with accrued benefits
   2. former employees with vested benefits
   3. beneficiaries currently receiving benefits

   The notice is provided by the employer or plan administrator to notify the interested parties that a determination letter is being requested. This notification must be given not less than 7 days or more than 21 days before the determination request is made, if the notice is posted in a location where the participants generally are. If the notice is mailed, the number of days is 10 and 24, respectively.

   If no determination letter is being requested, the Notice to Interested Parties is not necessary and should be replaced with a notice to the plan participants informing them that the plan is being terminated.

3. Line 9f of Form 5500 or 5500C answered "Yes" to inform the IRS the notice to interested parties has been given.

4. Form 5310 Application for Determination Upon Termination.

   Whenever a plan sponsor wants to receive a determination letter regarding qualification resulting from termination, it should file Form 5310 with the Internal Revenue Service. There is no fixed due date for requesting the determination, as filing is optional.

5. Form 6088 Distributable Benefits from Employee Pension Benefit Plans.

   If Form 5310 is filed requesting a determination letter, Form 6088 is filed to provide compensation and benefits information as of the date of termination.

6. Form 8717 User Fee for Employer Plan Determination Letter Request.

   If Form 5310 is filed, Form 8717 along with the appropriate user fee should be filed.

7. Form 5500 series returns should continue to be filed for all years until a complete distribution of assets is made.

*

*

Plan Number: *
EIN: *

NOTICE TO PARTICIPANTS

AND OTHER INTERESTED PARTIES

This notice is to advise you that we have decided to terminate and cease the future accrual of benefits under the *.

The Effective Date of the Plan Amendment to freeze your present accrued benefit is *. Please be assured that this amendment will not reduce any benefit which has accrued on your behalf to the Effective Date.

Because the plan is terminating, you will be entitled to one hundred percent of your accrued benefit at *. * is the proposed date of the plan termination.

We will further advise you of your rights under the termination procedure in the near future. Distribution of your benefits according to the terms of the plan will be made after the appropriate government agency has verified the qualified status of the *. If the termination does not occur in accordance with the Notice, affected parties will be notified by the Plan Administrator.

*(Pres. name)	Date
*(Co. name)	

*

*

Plan Number: *
EIN: *

NOTICE TO PARTICIPANTS

AND OTHER INTERESTED PARTIES

This notice is to advise you that we have decided to cease the future accrual of benefits under the *.

The Effective Date of the Plan Amendment to freeze your present accrued benefit is *. Please be assured that this amendment will not reduce any benefit which has accrued on your behalf to the Effective Date.

We will advise you of your benefits under the Plan in the usual manner on an annual basis.

______________________________ ______________

*(Pres. name) Date
*(Co. name)

Form **8717**

(Rev. May 1993)

Department of the Treasury
Internal Revenue Service

User Fee for Employee Plan Determination Letter Request

► **Attach to determination letter applications.**

For IRS Use Only
Control number ______
Amount paid ______
User fee screener

1 Sponsor's name	2 Sponsor's employer identification number
3 Plan name	4 Plan number

5 Type of request — **Fee**

		Fee
a ☐	Form 5300 for plan with fewer than 100 participants	$ 700
b ☐	Form 5300 for plan with 100 or more participants	825
c ☐	Form 5310 (for plan terminations only) with fewer than 100 participants.	225
d ☐	Form 5310 (for plan terminations only) with 100 or more participants.	375
e ☐	Form 5303	800
f ☐	Form 5307	125
g ☐	Form 6406	125
h	**Multiple employer plans (Form 5300):**	
(1) ☐	2 to 10 employers	700
(2) ☐	11 to 99 employers	1,400
(3) ☐	100 to 499 employers	2,800
(4) ☐	Over 499 employers	5,600
i ☐	Volume submitter specimen plan	1,500
(1) ☐	Non-model amendment (sec. 401(a)(31))	400
j ☐	Form 4461 or Form 4461-A (regional prototype plan)	1,500
(1) ☐	Non-model amendment (sec. 401(a)(31))	400
k ☐	Form 4461-B (adopter of mass submitter regional prototype plan)	100
l ☐	Group trust	750

Instructions

The Omnibus Budget Reconciliation Act of 1990 requires payment of a user fee with each application for a determination letter. The user fees are listed on line 5 above. For more information, see Rev. Proc. 93-23, 1993-19 I.R.B. 6, and Rev. Proc. 93-12, 1993-3 I.R.B 14.

Check the box on line 5 for the type of application you are submitting.

Note: *For lines 5a through 5d, the term "participant" includes active employees participating in the plan, retirees, other former employees, and a beneficiary of a deceased employee who is receiving or will in the future receive benefits under the plan. For details, see the instructions for Form 5300 or 5310.*

Attach to Form 8717 a check or money order payable to the Internal Revenue Service for the full amount of the user fee. If you do not include the full amount, your application will be returned. Attach Form 8717 to your determination letter application. To avoid delays, send the determination letter application and Form 8717 to the applicable IRS address shown below. If you have multiple plans (e.g., a profit-sharing plan and a money purchase plan), submit a separate determination letter application and Form 8717 for each plan.

Note: *Restated plans and plans amended to comply with the Tax Reform Act of 1986 cannot use* ***Form 6406****, Short Form Application for Determination for Amendment of Employee Benefit Plan. These plans should use Form 5300 or Form 5303, whichever applies.*

If the entity is in:	Send fee and request for determination letter or notification letter to:
Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont	Internal Revenue Service EP/EO Division P. O. Box 1680, GPO Brooklyn, NY 11202
Delaware, District of Columbia, Maryland, New Jersey, Pennsylvania, Virginia, any U.S. possession or foreign country	Internal Revenue Service EP/EO Division P. O. Box 17288 Baltimore, MD 21203
Indiana, Kentucky, Michigan, Ohio, West Virginia	Internal Revenue Service EP/EO Division P. O. Box 3159 Cincinnati, OH 45201
Arizona, Colorado, Kansas, Oklahoma, New Mexico, Texas, Utah, Wyoming	Internal Revenue Service EP/EO Division Mail Code 4950 DAL 1100 Commerce Street Dallas, TX 75242
Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee	Internal Revenue Service EP/EO Division P. O. Box 941 Atlanta, GA 30370
Alaska, California, Hawaii, Idaho, Nevada, Oregon, Washington	Internal Revenue Service EP Application EP/EO Division McCaslin Industrial Park 2 Cupania Circle Monterey Park, CA 91754-7406
Illinois, Iowa, Minnesota, Missouri, Montana, Nebraska, North Dakota, South Dakota, Wisconsin	Internal Revenue Service EP/EO Division 230 S. Dearborn DPN 20-6 Chicago, IL 60604

Attach Check or Money Order Here

Cat. No. 64727O

Form **8717** (Rev. 5-93)

Form **6088**
(Rev. May 1991)
Department of the Treasury
Internal Revenue Service

Distributable Benefits from Employee Pension Benefit Plans

▶ **Attach to application for determination—regarding a plan termination.**

OMB No. 1545-0202
Expires 4-30-94

This Form Is NOT Open to Public Inspection

Name of employer

Employer identification number

(Money amounts should be in whole dollars. Round off to nearest dollar.)

Line No.	Participant's last name and initials (see instructions)	Check if highly compensated	Fill in columns: Years of participation (see instructions)	Fill in columns: Age at plan termination	Compensation: Current 12-month period (see instructions)	Compensation: Average compensation (see instructions)	Distributable Benefits: Defined contribution plans list account balance as of plan termination date (see instructions). Defined benefit plans see instructions. (g)		Defined contribution plans other than money purchase plans enter the forfeitures for all full years of service or for the last 10 years, whichever is less. Defined benefit plans see instructions.	Defined contribution and defined benefit plans see instructions.
	(a)	(b)	(c)	(d)	(e)	(f)	(1)	(2)	(h)	(i)
1										
2										
3										
4										
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18										
19										
20										
21										
22										
23										
24										
25										
26	Totals for above									
27	Totals for all other participants not listed on lines 1 through 25									
28	Totals for lines 26 and 27									

For Paperwork Reduction Act Notice, see page 1 of the Instructions for Form 5310.

Form **6088** (Rev. 5-91)

General Instructions

(Section references are to the Internal Revenue Code unless otherwise noted.)

Purpose of Form.—This form is to be used by the Internal Revenue Service in its analysis of an application for determination if a terminating plan of deferred compensation qualifies under section 401(a) upon termination.

Who Must File.—Every sponsor or plan administrator of a defined contribution or defined benefit plan who files an application for an Internal Revenue Service (IRS) determination letter regarding a plan termination is required to attach Form(s) 6088, which must be completed in detail.

For collectively bargained plans a Form 6088 is required only if the plan covers employees of the representative labor union(s) or of any plan(s) for union members, and if so, a separate Form 6088 is required for each such union or plan. For a plan described in section 413(c), other than a collectively bargained plan, maintained by more than one employer (where all employers in each affiliated service group, controlled group of corporations, or group of trades or businesses under common control are considered one employer), a separate Form 6088 is required for each such employer.

Prepare the participant census as of the date of termination or proposed termination.

Public Inspection.—Section 6104(a)(1)(B) provides generally that applications, filed with respect to the qualification of a pension, profit-sharing, or stock bonus plan, shall be open to public inspection. However, section 6104(a)(1)(C) provides that information concerning the compensation of any participant shall not be open to public inspection. Consequently, the information contained in this form shall not be made available to the public, including plan participants and other employees of the employer who established the plan.

Specific Instructions

Column (a).—First list any participant who at any time during the 5-year period prior to the date of plan termination or proposed plan termination date owned directly or indirectly 5% or more of the voting stock or 5% or more (whether or not nonforfeitable) of the business. Next list the remaining participants in order of current compensation (see Note 2 and instructions for column (e)) starting with the highest-paid participant followed by the next highest-paid, and so on. If there are fewer than 25 participants, list all the participants. Otherwise, only the first 25 who fall under the priorities listed above need be listed on lines 1 through 25.

Note 1: *For purposes of this form, "participant" means any individual who satisfied the participation requirements prescribed by the plan and who is entitled to receive benefits under the plan. Included are employees as of the proposed date of plan termination with accrued nonvested benefits and individuals no longer employed as of the proposed date of plan termination but entitled to future benefits under the plan.*

Note 2: *"Compensation" for purposes of columns (a), (e), and (g) is defined as all amounts (including bonuses and overtime) paid to the participant for services rendered the employer.*

Column (b).—Enter a checkmark or an "X" to indicate that a participant is a highly compensated employee under section 414(q). Enter N/A if the participant is not a highly compensated employee.

Column (c).—List years of participation prior to the earliest of proposed date of plan termination, retirement, or separation from employment.

Column (d).—List the age of each participant at plan termination.

Column (e).—Current 12-month period can be the last calendar or plan year ending before the proposed date of plan termination or the 12-month period ending on the proposed date of plan termination. For participants no longer employed as of the proposed date of plan termination, compensation as defined in Note 2 above is that received for the applicable period immediately before the earlier of retirement or separation from employment.

Column (f).—Determine average compensation by dividing compensation for all years of participation or for the last 5 years of participation, whichever is less, by the lesser of 5 or the number of years of participation entered in column (c). For participants no longer employed as of the proposed termination date, use compensation and years of participation prior to the earliest of the proposed date of plan termination, retirement, or separation from employment.

Column (g).—Defined contribution plans list under (1) the total account balance of each participant attributable to employer contributions. Under (2) list the total account balances attributable to employee contributions.

Defined benefit plans: Under (1) list amounts allocated in accordance with section 4044(a)(1), (2), (3), and (4)(A) of the Employee Retirement Income Security Act of 1974. Under (2) list all other allocated amounts. If the sum of the amounts in columns (g)(1) and (g)(2) does not equal line 18l of Form 5310, attach an explanation of the difference.

Column (h).—Defined benefit plans list present value of total accrued benefit (whether or not nonforfeitable) as of date plan assets are proposed to be distributed or as of the proposed date of plan termination for plans to be trusteed by PBGC. Also attach a statement explaining how the present values were determined. This statement should indicate the interest rate used to compute the present value of total accrued benefit.

Column (i).—Defined contribution plans enter amount determined by dividing the amount in column (g)(1) by the product of columns (c) and (f):

$$\frac{(g)(1)}{(c) \times (f)}$$

Defined benefit plans enter the ratio of distributable benefits to present value of accrued benefit:

$$\frac{(g)(1) + (g)(2)}{(h)}$$

< 5310-A >
< 5/91 >

Department of the Treasury
Internal Revenue Service

Notice of Merger, Consolidation or Transfer of Plan Assets or Liabilities

(Under section 6058(b) of the Internal Revenue Code)
File Form 5310-A in duplicate.
See the Who Must File instructions before filing this form.

OMB No. 1545-1225
Expires 4-30-94

For Agency Use Only

The information provided on this form will be read by computer. Therefore page 1 must be typed (except the signature). Please enter information exactly as requested and only in the space provided. Do not type in shaded areas.

1a Name of plan sponsor (employer if single-employer plan) < ______ >
1b Employer identification number < ______ >
Address (number, street, room, or suite no. (If a P.O. box, see page 1 of the instructions) < ______ >
1c Employer's tax year ends—N/A or (MM) ______
City < ______ > State < ______ > ZIP code < ______ >
1d Telephone number ( ) ______

2 Person to be contacted if more information is needed. (If same as 1a, leave blank.) (Complete even if Power of Attorney is attached):
Name < ______ >
Address (number, street, room, or suite no. (If a P.O. box, see page 1 of the instructions) < ______ >
City < ______ > State < ______ > ZIP code < ______ > Telephone number ( ) ______

3a Name of Plan (Plan name may not exceed 66 characters.): < ______ >
< ______ > b Enter plan number (3 digits) ______ d Enter date plan effective (MMDDYY)
< ______ > c Enter date plan year ends (MMDD) < ______ > e Enter number of participants in plan

4a If this is a defined benefit plan, enter the appropriate number in box at left **AND** attach an actuarial statement of valuation showing compliance with the requirements of Code section 401(a)(12) and the regulations under section 414(l).
< ______ > Enter 1 for unit benefit; Enter 2 for fixed benefit; Enter 3 for flat benefit; Enter 4 for other (specify) ______

b If this is a defined contribution plan, enter the appropriate number in box at left **AND** attach an actuarial statement of valuation showing compliance with the requirements of Code section 401(a)(12) and the regulations under section 414(l).
< ______ > Enter 1 for profit sharing; Enter 2 for stock bonus; Enter 3 for money purchase; Enter 4 for target benefit; Enter 5 for other (specify) ______

5a Is the employer a member of an affiliated service group?
< ______ > Enter 1 if "Yes" Enter 2 if "No" Enter 3 if "Not Certain"

b Is the employer a member of a controlled group of corporations or a group of trades or businesses under common control?
< ______ > Enter 1 if "Yes" Enter 2 if "No"

6 Enter type of plan:
< ______ > Enter 1 if governmental plan or church plan not subject to ERISA
Enter 2 if multiple employer plan (described in section 413(c)). Enter number of participating employers ______
Enter 3 if other

7 Other plan(s) involved in transaction (see instructions):
a Plan name < ______ >
b Name of employer < ______ >
c Employer identification number < ______ > d Plan number (3 digits) < ______ >
e Date of merger, consolidation or transfer (MMDDYY) < ______ >
f Type of plan < ______ >. Enter the number to indicate type of plan: 1 defined benefit, 2 401(k) arrangement, 3 ESOP 4 money purchase, or 5 Other.

Under penalties of perjury, I declare that I have examined this application, including accompanying statements, and to the best of my knowledge and belief it is true, correct, and complete. Both copies of this page must be signed.

Signature ▶ ______ Title ▶ ______ Date ▶ ______

For Paperwork Reduction Act Notice, see page 1 of the instructions. Cat. No. 12783Y Form **5310-A** (5-91)

Department of the Treasury
Internal Revenue Service

Instructions for Form 5310-A

(May 1991)

Notice of Merger, Consolidation, or Transfer of Plan Assets or Liabilities

(Section references are to the Internal Revenue Code.)

Paperwork Reduction Act Notice.—We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

The time needed to complete and file the form is listed below and will vary depending on individual circumstances. The estimated average time is:

	Recordkeeping	Learning about the law or the form	Preparing, copying, assembling, and sending the form to IRS
Form 5310-A	6 hrs., 13 min.	42 min.	50 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form more simple, we would be happy to hear from you. You can write to both the **Internal Revenue Service,** Washington, DC 20224, Attention: IRS Reports Clearance Officer, T:FP; and the **Office of Management and Budget,** Paperwork Reduction Project, (1545-1225), Washington DC, 20503. Do Not send the form to either of these offices. Instead, see below for information on where to file.

Purpose of Form

Form 5310-A is used by plans to give notice of merger, consolidation, or transer of plan assets or liabilities to another plan (required by Code section 6058(b)).

General Instructions

To save you time from having to resubmit a corrected Form 5310-A, please be sure to enter a response for each required line item. Here are some tips to help you complete the form correctly.

1. N/A (not applicable) is accepted as a response only for line 1c.

2. If an item requests a numeric response, a number must be entered.

The IRS may, at its discretion, require additional information any time it is deemed necessary.

A. Who Must File

Pension Plan, Profit-Sharing Plan, and other Deferred Compensation Plan.— Any sponsor or plan administrator of a pension, profit-sharing, or other deferred compensation plan (except a multiemployer plan covered by PBGC insurance) should file this form for a plan merger, a plan consolidation, or a transfer of plan assets or liabilities to another plan. See Code section 6058(b).

Exception. Do not file Form 5310-A if the merger, consolidation or transfer of plan assets or liabilities complies with Regulations section 1.414(l)-1(d), (h), (m) or (n)(2). Generally these requirements will be satisfied in the following four situations:

1. Two or more **defined contribution plans** are merged and all of the following conditions are met:

a. The sum of the account balances in each plan prior to the merger equals the fair market value of the entire plan assets. For example, each plan has no unallocated suspense account or outstanding section 412(d) waiver balances.

b. The assets of each plan are combined to form the assets of the plan as merged.

c. Immediately after the merger, each participant in the plan as merged has an account balance equal to the sum of the account balances the participant had in the plans immediately prior to the merger.

2. There is a spinoff of a **defined contribution plan** and all of the following conditions are met:

a. The sum of the account balances in the plan prior to the spinoff equals the fair market value of the entire plan assets. For example, the plan has no unallocated suspense account or outstanding section 412(d) waiver balances.

b. The sum of the account balances for each of the participants in the resulting plans equals the account balance of the participant in the plan before the spinoff.

c. The assets in each of the plans immediately after the spinoff equals the sum of the account balances for all participants in that plan. For example, there is no unallocated suspense account or outstanding section 412(d) waiver balances in any of the plans spun off.

3. Two or more **defined benefit plans** are merged into one defined benefit plan and both of the following conditions are met:

a. The total liabilities (the present value of benefits whether or not vested) that are merged into the larger plan involved in the merger are less than 3 percent of the assets of the larger plan. This condition must be satisfied on at least one day in the larger plan's plan year during which the merger occurs. All previous mergers occurring in the same plan year are taken into account in determining the percentage of assets described above. In addition, mergers occurring in previous or subsequent plan years are taken into account in determining the percentage of assets above if such mergers are, in substance, one transaction along with the merger occurring during the current plan year. Aggregating mergers may cause a merger for which a Form 5310-A was not initially required to be filed to become reportable as a result of a subsequent merger. In this case, the merger(s) must be reported on the Form 5310-A filed with respect to the subsequent merger. For example, assume that a merger involving less than 3% of the assets of the larger plan occurs in the first month of the larger plan's plan year. In the fourth month of the larger plan's plan year a second merger occurs involving liabilities equal to 2% of the assets of the larger plan. The total of both mergers exceeds 3%

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of the assets of the larger plan. As a result of the second merger, Form 5310-A must be filed and both mergers must be reported.

b. The provisions of the larger plan that allocate assets upon termination must provide that in the event of a spinoff or termination of the plan within 5 years following the merger, plan assets will be allocated first for the benefits of the participants in the other plan(s) to the extent of the present value of their benefits as of the date of the merger.

4. There is a spinoff of a **defined benefit plan into another defined benefit plan** and both of the following conditions are met:

a. With respect to each resulting spunoff plan, other than the spunoff plan with the greatest value of plan assets after the spinoff, the value of the assets spun off is not less than the present value of the benefits spun off (whether or not vested).

b. The value of the assets spun off to all the resulting spunoff plans (other than the spunoff plan with the greatest value of plan assets after the spinoff) plus other assets previously spun off during the plan year in which the spinoff occurs is less than 3 percent of the assets of the plan before the spinoff as of at least one day in that plan's plan year. Spinoffs occurring in previous or subsequent plan years are taken into account in determining that the percentage of assets spun off if such spinoffs are, in substance, one transaction along with the spinoff occurring during the current plan year. Aggregating spinoffs may cause a spinoff for which a Form 5310-A was not initially required to be filed to become reportable as a result of a subsequent spinoff. In this case, the spinoff(s) must be reported on the Form 5310-A filed with respect to the subsequent spinoff. For example, assume that a spinoff involving less than 3% of the assets of the plan occurs in the first month of the plan year. In the fourth month of the plan year a second spinoff occurs involving liabilities equal to 2% of the assets of the plan. The total of both spinoffs exceeds 3% of the assets of the plan. As a result of the second spinoff, Form 5310-A must be filed and both spinoffs must be reported.

A transfer of assets or liabilities is considered to be a combination of separate mergers and spinoffs, and, unless the parts of the transaction that are deemed to be a spinoff or merger conform to one of the situations described above, the employer or plan administrator must file the Form 5310-A.

Note: *When assets or liabilities are transferred from one plan to another, a Form 5310-A should be filed for each plan.*

No IRS letter will be issued when a Form 5310-A is filed.

Penalties.—If you are filing Form 5310-A to report a plan merger, consolidation, or transfer of plan assets or liabilities there is a penalty for late filing. The penalty is $25 a day for each day the Form 5310-A is late (up to a maximum of $15,000). The form is late if it is not filed at least 30 days before the plan merger, consolidation, or transfer of plan assets or liabilities.

B. Where To File

File this form as follows:

(i) *Single Employer Plans.*—Send the forms to the District Director, EP/EO Division, for the key district in which the employer's principal place of business is located.

(ii) *Plan Maintained by More Than One Employer.*—Send the forms to the District Director, EP/EO Division, for the key district in which the principal place of business of the plan sponsor or administrator is located. This means the principal place of business of the association, committee, joint board of trustees, or other similar group of representatives of those who established or maintain the plan.

If entity is in this IRS District	Send the notice to this address
Albany, Augusta, Boston, Brooklyn, Buffalo, Burlington, Hartford, Manhattan, Portsmouth, Providence	Internal Revenue Service EP/EO Division P.O. Box 1680, GPO Brooklyn, NY 11202
Baltimore, District of Columbia, Newark, Philadelphia, Pittsburgh, Richmond, Wilmington, any U.S. possession or foreign country	Internal Revenue Service EP/EO Division P.O. Box 17288 Baltimore, MD 21203
Cincinnati, Cleveland, Detroit, Indianapolis, Louisville, Parkersburg	Internal Revenue Service EP/EO Division, P. O. Box 3159, Cincinnati, OH 45201
Albuquerque, Austin, Cheyenne, Dallas, Denver, Houston, Oklahoma City, Phoenix, Salt Lake City, Wichita	Internal Revenue Service EP/EO Division Mail Code 4950 DAL 1100 Commerce Street Dallas, TX 75242
Atlanta, Birmingham, Columbia, Ft. Lauderdale, Greensboro, Jackson, Jacksonville, Little Rock, Nashville, New Orleans	Internal Revenue Service EP/EO Division P.O. Box 941 Atlanta, GA 30370
Anchorage, Boise, Honolulu, Laguna Niguel, Las Vegas, Los Angeles, Portland, Sacramento, San Francisco, San Jose, Seattle	Internal Revenue Service EP Application Receiving Room 5127 P.O. Box 536 Los Angeles, CA 90053-0536
Aberdeen, Chicago, Des Moines, Fargo, Helena, Milwaukee, Omaha, St. Louis, St. Paul, Springfield	Internal Revenue Service EP/EO Division 230 S. Dearborn DPN 20-6 Chicago, IL 60604

C. Signature

In general, the plan administrator must sign both copies of the form. For single employer plans the plan administrator and the employer are generally the same person. When the plan administrator is a joint employer— union board or committee, at least one employer representative and one union representative must sign. A Form 5310-A filed with IRS by a representative on behalf of an employer or plan administrator must be accompanied by:

(1) a power of attorney specifically authorizing such representation in this matter (you may use **Form 2848,** Power of Attorney and Declaration of Representative), or

(2) a written declaration that the representative is a currently qualified attorney, certified public accountant, enrolled actuary, or is currently enrolled to practice before the IRS (include either the enrollment number or the expiration date of the enrollment card); and is authorized to represent the employer or plan administrator.

Specific Instructions

The following instructions are keyed to the line items on the form.

1a. Enter the name and address of the plan sponsor. If the Post Office does not deliver mail to the street address and the sponsor has a P. O. box number, show the P. O. box number instead of the street address. If the plan covers only the employees of one employer, enter the employer's name.

"Plan Sponsor" means:

(1) in the case of a plan that covers the employees of one employer, the employer;

(2) in the case of a plan sponsored by two or more entities required to be aggregated under section 414(b), (c), or (m), one of the members participating in the plan; or

(3) in the case of a plan that covers the employees and/or partner(s) of a partnership, the partnership.

The plan sponsor should be the same name used (or that will be used) when the Form 5500 series return/reports are filed for the plan.

1b. Enter the 9-digit employer identification number (EIN) assigned to the plan sponsor. This should be the same EIN that was used (or will be used) when the Form 5500 series returns/reports are filed for the plan. (Please do not use a social security number.) An EIN may be secured by using **Form SS-4,** Application for Employer Identification Number, which may be obtained by calling 1-800-829-3676.

The plan of a group of entities required to be aggregated under section

414(b), (c), or (m) whose sponsor is more than one of the entities required to be aggregated, should enter only the EIN of one of the sponsoring members. This EIN must be used in all subsequent filings of determination letter requests for this plan. This is also the EIN used for filing annual returns/reports unless there is a change of sponsor.

1c. Enter the month the tax year ends for the employer whose EIN you entered on line 1b.

3a. Enter the name you designated for your plan.

3b. Enter the 3-digit number that the employer or plan administrator has assigned to the plan. This number should be the same as the 3-digit number entered on the latest Form 5500, or Form 5500-C/R filed for this plan.

3c. Plan year means the calendar, policy, or fiscal year on which the records of the plan are kept. Enter four digits in month-day order. For example, March 31 would be 0331.

3d. Enter the date the plan originally became effective. Enter six digits in month-day-year order.

3e. Enter the total number of participants. The term "participants" includes retirees and other former employees and the beneficiaries of both who are receiving benefits under the plan or will at some future time receive benefits under the plan. Enter the total of: (1) the number of employees who are participating in the plan including employees under a section 401(k) qualified cash or deferred arrangement who are eligible, but do not make elective deferrals, (2) former employees who are receiving benefits under the plan or will at some future date receive benefits under the plan, and (3) beneficiaries of former employees who are receiving benefits under the plan. (This means one beneficiary for each former employee regardless of the number of individuals receiving benefits. For example, payment of a former employee's benefit to three children is considered a payment to one beneficiary.)

4a. Complete line 4a if this is a defined benefit plan. Enter the number for the type of benefit in the box at the left margin.

4b. Complete line 4b if this is a defined contribution plan. Enter the number for the type of plan in the box at the left margin.

5. If the plan sponsor is a member of a controlled group of corporations, trades or businesses under common control, or an affiliated service group, all employees of the group will be treated as employed by a single employer for purposes of certain qualification requirements such as coverage. If the plan sponsor is a member of such a group, attach a statement showing in detail all members of the group, their relationship to the plan sponsor, the type of plans each member has, and the plans common to all members.

5a. If the employer is a member of an affiliated service group, enter 1. If not, enter 2. If you are uncertain as to whether or not you are a member of an affiliated service group, attach the following information:

(1) A description of the nature of the business of the employer, specifically discussing whether it is a service organization whose principal business is the performance of management functions for another organization, including the reasons therefor.

(2) The identification of other members (or possible members) of the affiliated service group.

(3) A description of the nature of the business of each member (or possible member) of the affiliated service group describing the type of organization (corporation, partnership, etc.) and indicating whether such member is a service organization or an organization whose principal business is the performance of management functions for the other group member(s).

(4) the ownership interests between the employer and the members (or possible members) of the affiliated service group (including ownership interests as described in section 414(m)(2)(B)).

(5) A description of services performed for employers by the members (or possible members) of the affiliated service group, or vice versa (including the percentage of each member's (or possible member's) gross receipts and service receipts provided by such services, if available, and data as to whether their services are a significant portion of the member's business) and whether or not, as of December 13, 1980, it was unusual for the services to be performed by employees of organizations in that service field in the United States.

(6) A description of how the employer and the members (or possible members) of the affiliated service group associate in performing services for other parties.

(7) A description of management functions, if any, performed by the employer for the member(s) (or possible member(s)) of the affiliated service group, or received by the employer from any other member(s) (or possible member(s)) of the group (including data as to whether such management functions are performed on a regular and continuous basis) and whether or not it is unusual for such management functions to be performed by employees of organizations in the employer's business field in the United States.

(8) If management functions are performed by the employer for the member(s)(or possible member(s)) of the affiliated service group, a description as to what part of the employer's business constitutes the performance of management functions for the member(s) (or possible member(s)) of the group (including the percentage of gross receipts derived from management activities as compared to the gross receipts from other activities).

(9) A brief description of any other plan maintained by the member(s) (or possible member(s)) of the affiliated service group, and such other plan(s) is designated as a unit for qualification purposes with the plan for which a determination letter has been requested, and

(10) A description of how the plan(s) satisfies the coverage requirements of section 410(b) if the member(s) (or possible member(s)) of the affiliated service group is considered part of an affiliated service group with the employer.

5b. If the employer is a member of a controlled group, enter 1. If not, enter 2.

6. Enter 1 if this is a governmental plan or church plan not subject to ERISA.

Enter 2 if this is a multiple employer plan described in section 413(c). A multiple employer plan is a plan maintained by more than one employer, that is NOT maintained pursuant to a collective bargaining agreement. Under this plan type, contributions from each group employer must be available to pay benefits of any participant, even if employed by another employer. Also enter the number of employers adopting the plan.

Enter 3 if this plan is not described above. Most plans will enter 3.

Complete 7a through f for the plan being merged or consolidated or the plan to which the assets or liabilities of the plan are being transferred with the plan named in 3a. If there is more than one plan, other than the plan named in 3a, attach a separate Form 5310-A with lines 1a, 1b, 3b, and 7a through 7f completed for each of the additional plans.

7a. List the name of the plan, other than the plan named in 3a, involved in this transaction.

7b through 7f Complete 7b through 7f for the plan listed in 7a.

< 5310 >
< Rev 5/91 >

Department of the Treasury
Internal Revenue Service

Application for Determination Upon Termination

(Under section 401(a) of the Internal Revenue Code)

User fee must be attached to this application. (See Instruction B–What To File.)

OMB No. 1545-0202
Expires 4-30-94

For Agency Use Only

You must file both the copy of page 1 printed in red ink and the duplicate page 1 of this application. The page 1 printed in red ink is read by the computer and all the information filled in must be typed in either 10 pitch type, Elite type, Courier 12 type, or Titan 12 type. If you wish to computer generate this form, contact your key district office for more information.

Review the Procedural Requirements Checklist before submitting this application.

1a Name of plan sponsor (employer if single-employer plan)
< ______ >

1b Employer identification number
< ______ >

Address (number, street, room or suite no.) (If a P.O. box, see page 2 of the instructions.)
< ______ >

1c Employer's tax year ends—N/A or (MM) ______

City < ______ > State < ______ > ZIP code < ______ >

1d Telephone number ( ) ______

2 Person to be contacted if more information is needed. (See instructions, "Disclosure Requested by Taxpayers.") (If same as 1a, leave blank.) (Complete even if Power of Attorney is attached):

Name
< ______ >

Address (number and street)
< ______ >

City < ______ > State < ______ > ZIP code < ______ > Telephone number ( ) ______

3a Have interested parties (as defined in Treasury Regulations section 1.7476-1) been given the required notification of this application? . . . . . Yes < > No < >

b If "a" is "Yes," enter date of notification (MMDDYY) . . . . . Date < >

c Has the plan received a determination letter? If "Yes," attach a copy of the latest letter . Yes < > No < >

d If "c" is "Yes," has the plan been amended since the last determination letter? If "Yes," attach a copy of the amendment(s) in addition to a copy of the plan documents. . . . . Yes < > No < >

e Does the plan have a cash or deferred arrangement (section 401(k)) or employee matching contributions (section 401(m))? . . . . . Yes < > No < >

4a Name of Plan (Plan name may not exceed 66 characters.):
< ______ >

< > **b** Enter plan number (3 digits) ______ **d** Enter date plan effective (MMDDYY)

< > **c** Enter date plan year ends (MMDD) < > **e** Enter number of participants in plan

5a If this is a defined benefit plan, enter the appropriate number at left.

< > Enter 1 for unit benefit — Enter 3 for flat benefit
Enter 2 for fixed benefit — Enter 4 for other (specify) ______

b If this is a defined contribution plan, enter the appropriate number at left.

< > Enter 1 for profit sharing — Enter 4 for target benefit
Enter 2 for stock bonus — Enter 5 for ESOP
Enter 3 for money purchase — Enter 6 for other (specify) ______

6a Is the employer a member of an affiliated service group?

< > Enter 1 if "Yes" — Enter 2 if "No" — Enter 3 if "Not Certain"

b Is the employer a member of a controlled group of corporations or a group of trades or businesses under common control?

< > Enter 1 if "Yes" — Enter 2 if "No"

7 Enter type of plan:

< > Enter 1 if governmental plan or church plan not subject to ERISA
Enter 2 if multiple employer plan (described in section 413(c)). Enter number of participating employers ______
Enter 3 if other

8 Attach copies of records of all actions taken to terminate the plan (see instructions).

a Proposed date of plan termination (MMDDYY) < ______ >

b Will funds be distributed as soon as administratively feasible? . . . . . Yes < > No < >

c Will any funds be, or have any funds been, returned to the employer? (See specific instructions.). . Yes < > No < >
If "Yes," enter the estimated amount ▶ < . >

Under penalties of perjury, I declare that I have examined this application, including accompanying statements, and to the best of my knowledge and belief it is true, correct, and complete. **Both copies of this page must be signed.**

Signature ▶ — Title ▶ — Date ▶

For Paperwork Reduction Act Notice, see page 1 of the instructions. Cat. No. 11840Y Form **5310** (Rev. 5-91)

	Yes	No	N/A
9a If the plan has never received a determination letter from IRS, attach a copy of the executed original plan document or joinder/adoption agreement, all plan amendments, trust agreement, group annuity contracts and custodial agreements (do not complete **b** through **d**).			
b Since the last determination letter, have any of the amendments altered the plan's vesting provisions?. .			
c Since the last determination letter, have any of the amendments (including the termination) decreased plan benefits?			

d Last contribution to the plan:
(i) Date *(ii)* Amount $ *(iii)* For plan year ended

10 Reason for termination (check only one box to indicate primary reason for termination):
- **a** ☐ Change in ownership by merger
- **b** ☐ Liquidation or dissolution of employer
- **c** ☐ Change in ownership by sale or transfer
- **d** ☐ Adverse business conditions (see instructions and attach explanation)
- **e** ☐ Adoption of new plan (see instructions and attach explanation)
- **f** ☐ Other (specify) ▶

11 Indicate funding arrangement:
- **a** ☐ Trust (benefits provided in whole from trust funds)
- **b** ☐ Insurance contract plan described in Code section 412(i)
- **c** ☐ Trust or other arrangement providing benefits partially or exclusively through insurance and/or annuity contracts not included in **b** above.
- **d** ☐ Custodial account described in Code section 401(f) and not included in b or c above
- **e** ☐ Other (specify) ▶

12a Name(s) of trustee(s) or custodian(s) **b** Telephone number ( )

Address (number and street)

City or town, state, and ZIP code

13 Participation (see instructions): Collectively bargained plans do not complete a or b.

a Complete the following for the proposed year of plan termination (current year) and for the two prior plan years:
Did the plan satisfy one of the ratio tests of section 410(b)(1)(A) or (B)? . . . .

19		19		Current year 19	
Yes	No	Yes	No	Yes	No

If the plan does not satisfy one of the ratio tests, explain on a separate attachment how the plan met the minimum coverage requirements of section 410(b).

b *(i)* Is coverage met by reference to a separate line of business? . . . . ☐ **Yes** ☐ **No**
(ii) If *(i)* is "Yes," was the IRS properly notified? (See instructions.) . . . . ☐ **Yes** ☐ **No**

c Enter the total number of participants employed for the current plan year and each of the 5 prior plan years on the schedule below:

	19.......	19.......	19.......	19.......	19.......	Current year 19.......
(i) Number at beginning of plan year . .						
(ii) Number added during the plan year .						
(iii) Total (add lines *(i)* and *(ii)*)						
(iv) Number dropped during the plan year.						
(v) Number at end of plan year (subtract *(iv)* from *(iii)*)						
(vi) Total number of participants in this plan separated from vesting service during the plan year without full vesting . .						

		Total number	Amount of monthly benefits as of the most recent payment date
14	Summary of participants or claimants by category:		
a	Retirees and beneficiaries (including disability retirees) receiving benefits		
b	Active participants eligible for normal retirement		
c	Active participants eligible for early (but not normal) retirement		
d	Active participants vested before termination (other than normal or early retirement)		
e	All other active participants		
f	Participants separated from service with deferred vested benefits		
g	**Total** (Add items **a** through **f**)		

			Yes	No	Not Applicable
15		Miscellaneous:			
a		As a result of the termination, are accrued benefits or account balances nonforfeitable as required under section 411(d)(3)?			
b		If annuity contracts are distributed on plan termination, are the applicable consent, present value, waiver and other rights and benefits protected by sections 401(a)(11) and 417 included in the annuity contracts?			
c		Do the accrued benefits for each participant upon termination include the subsidized benefits that the participant may become entitled to receive subsequent to the termination? (See instructions.)			
d		Were any funds contributed in the form of, or invested in, obligations or property of the employer or any group of corporations or group of trades or businesses under common control?			
e		Will distribution include property other than cash?			
f		If a defined benefit or money purchase plan, do you estimate there will be an accumulated funding deficiency as of the end of the plan year during which the proposed termination date occurs if no additional plan contributions are made?			
		If "Yes," complete the following:			
	(i)	Estimated accumulated funding deficiency $			
	(ii)	Was a Form 5330 filed?			
	(iii)	Was a waiver granted?			
	(iv)	Have you attached a copy of Form 5330 or an approved waiver?			
g	*(i)*	If there are unallocated funds which can be reallocated to participants without exceeding the limitations of section 415, have these funds been reallocated?			
	(ii)	If *(i)* is "Yes," did the plan originally contain a provision allowing this allocation?			
	(iii)	If *(ii)* is "No," was the plan amended to provide for this allocation?			
h		If any funds will be or have been returned to the employer, complete *(i)* through *(x)* below, if applicable.			
	(i)	Has the terminating plan been involved in a spinoff or other transfer of assets or liabilities, subject to Code section 414(l), within 60 months preceding the proposed date of termination? If "Yes," attach a list and an explanation of the transaction(s) involved			
	(ii)	Was proper notice filed with IRS?			
	(iii)	Was the only transaction in *(i)* above, a transfer of assets before any employer reversions?			
	(iv)	If *(i)* is "Yes," answer (A) and (B):			
		(A) Are the accrued benefits of all participants, in the other plan(s) included in *(i)*, fully vested and nonforfeitable as of the date of this plan termination? (See instructions.)			

	Yes	No	Not Applicable
15 (con't)			
(B) Have cash distributions or guaranteed annuity contracts been provided for all accrued benefits, as of the date of this termination, of all participants in the other plan(s) included in (i)? (See instructions.)			
Note: *Distributions may not be made to employed participants in nonterminating plans.*			
(v) Have cash distributions or guaranteed annuity contracts been provided for all accrued benefits of all participants in this plan?			
(vi) Attach a statement providing the dates and amounts of these cash distributions or purchase of annuity contracts.			
(vii) If this is a defined benefit plan, is it intended, or is it a fact, that any or all of the participants in the terminating plan will be covered by a new or existing defined benefit plan of the employer?			
(viii) If "Yes," does the new plan give full prior service credit for vesting and entitlement purposes?			
(ix) If *(i)* or *(vii)* is "Yes," then—			
(A) Has a Form 5300 been submitted for a determination letter for the other plan(s) involved? If "Yes," attach plan numbers.			
(B) Has the IRS granted approval for a change in funding method in connection with this termination for the other plan(s) involved? If "Yes," attach a copy of the approval letter(s)			
(x) Did the employer previously receive a reversion of assets upon termination of a defined benefit plan in the past 15 years? If "Yes," attach explanation			
i Is this plan or trust currently under examination or is any issue relating to this plan or trust currently pending before the Internal Revenue Service, the Department of Labor, the Pension Benefit Guaranty Corporation or any court? If "Yes," attach a statement naming the agency(s) and/or court and briefly describe the issues			
j Did any plan participant during the current plan year or in the 5 prior plan years, receive a lump-sum distribution (see instructions) or have an annuity contract purchased by the plan from an insurance company on his or her behalf?			
If "Yes," state the largest amount so distributed or applied to purchase an annuity contract $ ______			
k *(i)* Does the value of plan assets at termination exceed the present value of a plan's liabilities within the meaning of section 401(a)(2)?			
(ii) If the answer to (i) is "Yes," is the excess value the result of a change in the plan provisions other than the mere termination of the plan?			
l If the plan is top-heavy, have top-heavy minimum benefits accrued or minimum contributions been made for non-key employees?			
m Is or was the plan integrated with social security (or railroad retirement) or does or did it provide for permitted disparity under section 401(l)?			
n Does or did the plan depend upon another plan to satisfy coverage or discrimination under section 401(a)(4) or 410(b)?			
o For defined benefit plans, specify interest rate used for computation of single sum distributions ▶ %			

16 For defined contribution plans enter the information for the current plan year and the 5 prior plan years on the following schedule:

	19......	19.....	19......	19.....	19......	Current year 19.....
a Employer contributions						
b Forfeitures						

Attach a statement explaining bases on which forfeitures were allocated.

17 Indicate how distributions will be made on termination (check applicable box(es)):

a ☐ Lump-sum distribution **b** ☐ Participating annuity contract(s) **c** ☐ Non-participating annuity contract(s)
d ☐ Transfer of assets and liabilities to another plan **e** ☐ Other (specify) ▶

18 Statement of net assets available to pay benefits as of the proposed date of plan termination.
All "Other" items must be fully explained in an attachment.

		At proposed date of termination
Assets		
a Total noninterest-bearing cash ▶	a	
b Receivables:		
(1) Employer contributions	b(1)	
(2) Participant contributions	(2)	
(3) Income	(3)	
(4) Other	(4)	
(5) Allowance for doubtful accounts	(5)	( )
(6) **Total** Add items (1) through (4) and subtract (5) ▶	(6)	
c General Investments:		
(1) Interest-bearing cash (including money market funds)	c(1)	
(2) Certificates of deposit	(2)	
(3) U.S. Government securities	(3)	
(4) Corporate debt instruments:		
(A) Preferred	(4)(A)	
(B) All other	(4)(B)	
(5) Corporate stocks:		
(A) Preferred	(5)(A)	
(B) Common	(5)(B)	
(6) Partnership/joint venture interests	(6)	
(7) Real estate:		
(A) Income-producing	(7)(A)	
(B) Nonincome-producing	(7)(B)	
(8) Loans (other than to participants) secured by mortgages:		
(A) Residential	(8)(A)	
(B) Commercial	(8)(B)	
(9) Loans to participants:		
(A) Mortgages	(9)(A)	
(B) Other	(9)(B)	
(10) Other loans	(10)	
(11) Value of interest in registered investment companies	(11)	
(12) Value of funds held in insurance company general account (unallocated contracts)	(12)	
(13) Other	(13)	
(14) **Total** Add items c(1) through c(13) ▶	(14)	
d Employer-related investments:		
(1) Employer securities ▶	d(1)	
(2) Employer real property ▶	(2)	
e Buildings and other property used in plan operation ▶	e	
f **Total assets** Add items a, b(6), c(14), d(1), d(2), and e ▶	f	
Liabilities		
g Benefit claims payable	g	
h Operating payables	h	
i Acquisition indebtedness	i	
j Other liabilities	j	
k **Total liabilities** Add items g through j ▶	k	
Net Assets		
l **Net assets** Subtract item k from item f ▶	l	

Procedural Requirements Checklist

This checklist identifies certain basic data required to process your application. The checklist specifies items that MUST be included with your application. All applications are screened by computer. Failure to include a required item will result in the return of the application to you.

		Yes	No
a	Have you attached **Form 6088,** Distributable Benefits from Employee Pension Benefit Plans?		
b	Have you attached the appropriate user fee and **Form 8717,** User Fee for Employee Plan Determination Letter Request?		
c	Have you attached a copy of the plan?		
d	Have you attached a copy of amendments, if any?		
e	Have you attached a copy of your plan's latest Determination Letter?		
f	Have you signed and submitted both copies of page 1 of the application?		
g	Have you entered the plan sponsor's 9-digit employer identification number on line 1b?		
h	Have you attached **Form 2848,** Power of Attorney and Declaration of Representative? (See instructions, "Disclosure Requested by Taxpayers," on page 1 of the separate instructions.)		
i	Have you entered the effective date of the plan in line 4d?		
j	Controlled groups and affiliated service groups—Have you attached the information requested in the instructions for lines 6a and b of the application?		
k	Multiple-employer plans—Have you attached a Form 6088 for each employer who adopts the plan?		
l	Have you attached copies of all records of all actions taken to terminate the plan?		

Department of the Treasury
Internal Revenue Service

Instructions for Form 5310

(Revised May 1991)

Application for Determination Upon Termination

(Section references are to the Internal Revenue Code.)

Paperwork Reduction Act Notice.—We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

The time needed to complete and file the forms listed below will vary depending on individual circumstances. The estimated average times are:

	Recordkeeping	Learning about the law or the form	Preparing, copying, assembling, and sending the form to IRS
Form 5310	52 hrs., 8 min.	3 hrs., 37 min.	7 hrs., 2 min.
Form 6088	7 hrs., 10 min.	42 min.	51 min.

If you have any comments concerning the accuracy of these time estimates or suggestions for making these forms more simple, we would be happy to hear from you. You can write to both the **Internal Revenue Service,** Washington, DC 20224, Attention: IRS Reports Clearance Officer, T:FP; and the **Office of Management and Budget,** Paperwork Reduction Project (1545-0202), Washington, DC 20503. Do NOT send these forms to either of these offices. Instead, see **Where To File** below.

Changes You Should Note

The notice of mergers, consolidations or transfers of plan assets or liabilities is no longer reported on Form 5310. This reporting is now done on **Form 5310-A,** Notice of Merger, Consolidation or Transfer of Plan Assets or Liabilities. Form 5310 is only used for an application for a determination letter for plan terminations.

Purpose of Form

Form 5310 is used by plans, other than multiemployer plans covered by PBGC insurance, to apply for a determination upon termination of a plan under section 401(a).

If you want a determination letter for a multiemployer plan described above, request it from IRS on **Form 5303,** Application for Determination for Collectively Bargained Plan.

Public Inspection

The application is open to public inspection if there are more than 25 participants. Therefore, it is important that the total number of participants be shown on line 4e. See the instructions for line 4e for a definition of participant.

Disclosure Requested by Taxpayers. The Tax Reform Act of 1976 permits you to request IRS to disclose and discuss your return and/or return information with any person(s) you designate in a written request. Use **Form 2848,** Power of Attorney and Declaration of Representative, for this purpose. However, you may submit privately designed authorization forms instead, but they must contain the basic requirements regarding the scope of authority granted and specify the tax matter to which the authority relates. The privately designed form must contain the following:

1. Your name, address, employer identification number, and plan number(s).

2. The name, address, telephone number(s), and social security number(s) of the person or persons whom you are authorizing to receive return information.

3. A paragraph that clearly and explicitly describes the return and/or the return information that you authorize IRS to disclose.

4. Your signature as the taxpayer making the authorization.

General Instructions

To save you time from having to resubmit a corrected Form 5310, please be sure to enter a response for each required line item. Here are some tips to help you complete the form correctly:

1. N/A (not applicable) is accepted as a response only if an N/A block is provided.

2. If an item requests a numeric response, a number must be entered.

3. If an item has a choice of boxes to be checked, only one box should be checked unless instructed otherwise.

4. If an item has a box to be checked, written responses are not acceptable.

5. All applications for a determination letter must include the appropriate user fee and a **Form 8717,** User Fee for Employee Plan Determination Letter Request.

6. The IRS may, at its discretion, require additional information any time it is deemed necessary.

A. Who May File

Any sponsor or plan administrator of any pension, profit-sharing or other deferred compensation plan (other than a multiemployer plan covered under PBGC insurance) may file this form to ask the IRS to make a determination on the plan's qualification status upon the plan's termination.

Note: *Those wishing to file requesting a determination as to the plan's qualification status upon a partial termination should file* ***Form 5300,*** *Application for Determination for Employee Benefit Plan, or Form 5303, as applicable. Do NOT file Form 5310.*

Note: *Any sponsor or plan administrator of any pension, profit-sharing or other deferred compensation plan who requests a determination letter on the plan's qualification status upon termination when the sponsor or plan administrator intends on continuing the maintenance of the trust, may NOT use Form 5310. Instead, use either Form 5300 or Form 5303.*

B. What To File

1. User Fee.—All applications for determination letters must be accompanied by the appropriate user fee and Form 8717. Form 8717 may be obtained by calling 1-800-829-3676.

2. Application for determination letter.—To request a determination letter on the qualification of a plan upon termination, file the following:

(i) Form 5310.

(ii) One copy of Form 6088.

(iii) A copy of the plan document.

(iv) Copy of all amendments made since the last determination letter.

(v) A statement explaining how the amendments affect or change this plan or any other plan maintained by the employer.

Cat. No. 49984R

Note: *A multiple-employer plan must submit a Form 6088 for each employer who adopts the plan.*

C. Where To File

File this form as follows:

(i) Single Employer Plans.—Send the forms to the District Director, EP/EO Division, for the key district in which the employer's principal place of business is located.

(ii) Plan Maintained by More Than One Employer.—Send the forms to the District Director, EP/EO Division, for the key district in which the principal place of business of the plan sponsor or administrator is located. This means the principal place of business of the association, committee, joint board of trustees, or other similar group of representatives of those who established or maintain the plan.

If entity is in this IRS District	Send fee and request for determination letter to this address
Albany, Augusta, Boston, Brooklyn, Buffalo, Burlington, Hartford, Manhattan, Portsmouth, Providence	Internal Revenue Service EP/EO Division P.O. Box 1680, GPO Brooklyn, NY 11202
Baltimore, District of Columbia, Newark, Philadelphia, Pittsburgh, Richmond, Wilmington, any U.S. possession or foreign country	Internal Revenue Service EP/EO Division P.O. Box 17288 Baltimore, MD 21203
Cincinnati, Cleveland, Detroit, Indianapolis, Louisville, Parkersburg	Internal Revenue Service EP/EO Division, P. O. Box 3159, Cincinnati, OH 45201
Albuquerque, Austin, Cheyenne, Dallas, Denver, Houston, Oklahoma City, Phoenix, Salt Lake City, Wichita	Internal Revenue Service EP/EO Division Mail Code 4950 DAL 1100 Commerce Street Dallas, TX 75242
Atlanta, Birmingham, Columbia, Ft. Lauderdale, Greensboro, Jackson, Jacksonville, Little Rock, Nashville, New Orleans	Internal Revenue Service EP/EO Division P.O. Box 941 Atlanta, GA 30370
Anchorage, Boise, Honolulu, Laguna Niguel, Las Vegas, Los Angeles, Portland, Sacramento, San Francisco, San Jose, Seattle	Internal Revenue Service EP Application Receiving Room 5127 P.O. Box 536 Los Angeles, CA 90053-0536
Aberdeen, Chicago, Des Moines, Fargo, Helena, Milwaukee, Omaha, St. Louis, St. Paul, Springfield	Internal Revenue Service EP/EO Division 230 S. Dearborn DPN 20-6 Chicago, IL 60604

Signature.—The application must be signed by the employer, plan administrator or an authorized representative. An application made by a representative on behalf of an employer or plan administrator must comply with the Power of Attorney requirements above. See "Disclosure Requested by Taxpayer" on page 1.

Specific Instructions

The following instructions are keyed to the line items on the form.

1a. Enter the name, address, and telephone number of the plan sponsor. If the Post Office does not deliver mail to the street address and the sponsor has a P.O. box number, show the P.O. box number instead of the street address. "Plan sponsor" means:

(1) in the case of a plan that covers the employees of one employer, the employer;

(2) in the case of a plan sponsored by two or more entities required to be aggregated under section 414(b), (c), or (m), one of the members participating in the plan; or

(3) in the case of a plan that covers the employees and/or partner(s) of a partnership, the partnership.

The plan sponsor should be the same name as was used or will be used on Form 5500 series return/reports filed for the plan.

1b. Enter the 9-digit employer identification number (EIN) assigned to the plan sponsor. This should be the same EIN that was used or will be used when the Form 5500 series returns/reports are filed for the plan. (Please do not use a social security number.) You may apply for an EIN by filing **Form SS-4,** Application for Employer Identification Number, which may be obtained by calling 1-800-829-3676.

The plan of a group of entities required to be aggregated under section 414(b), (c), or (m) whose sponsor is more than one of the entities required to be aggregated, should enter only the EIN of one of the sponsoring members. This EIN must be used in all subsequent filings of determination letter requests for this plan. This is also the EIN used for filing annual returns/reports unless there is a change of sponsor.

1c. Enter the two digits representing the month the employer's tax year ends. This is the employer whose EIN was entered in item 1b. Enter "N/A" for plans of more than one employer.

2. Enter the name, address, and telephone number of the person to contact for additional information if other than the applicant. However, you may leave blank any items that are the same as line 1a. This person will receive copies of all correspondence as authorized in a power of attorney or other written designation. Complete each entry in item 2a. A reference such as "see attached" is not acceptable. If the only person to contact is the same person that is listed in item 1a, please leave this item blank. You may request IRS to disclose and discuss your return and/or return information with any person(s) you designate in a written request. If you want to designate a person or persons to represent you before the IRS in connection with an application for a determination, see "Disclosure Requested by Taxpayer" on page 1.

3a. Section 3001 of the Employee Retirement Income Security Act of 1974 states that the applicant must provide evidence that each employee who qualifies as an interested party has been notified of the filing of the application. If you check "Yes," it means that you have notified each employee as required by Regulations under section 7476 or you have a one person plan. Rules defining "interested parties" and providing for the form of notification are contained in the regulations. An example of an acceptable format is found in Rev. Proc. 91-10, 1991-5 I.R.B. 6. Do not check "No" or leave this item blank, or your application will be returned.

3c. If a determination letter has been received, check "Yes" and attach a copy of the latest determination letter to this application. If you do not have a copy of the latest determination letter, explain this in the cover letter.

3e. If your plan contains provisions for a cash or deferred arrangement (CODA) under section 401(k), or for employee or matching contributions described in section 401(m), check "Yes." Otherwise, "No" must be checked.

4a. Enter the name you designated for your plan.

4b. Enter the 3-digit number that the employer or plan administrator has assigned to the plan. This number should be the same as the 3-digit number entered on the latest Form 5500 series returns/reports filed for this plan. This numbering differentiates your plans. The number that is assigned to a plan must not be changed or used for any other plan.

4c. Plan year means the calendar, policy, or fiscal year on which the records of the plan are kept. Enter four digits in month-day order. For example, March 31 would be 0331.

4d. Enter the date the plan **originally** became effective. Enter six digits in month-day-year order.

4e. Enter on this line the total of: (1) the number of employees who are participating in the plan including employees under a section 401(k) qualified cash or deferred arrangement who are eligible, but do not make elective deferrals, (2) retirees and other former employees who are receiving benefits under the plan or will at some future date receive benefits under the plan, and (3) beneficiaries of retirees or other former employees who are receiving benefits under the plan. (This means one beneficiary for each former employee regardless of the number of individuals receiving benefits. For example, payment of a former employee's benefit to three children is considered a payment to one beneficiary.)

5a. If this is a defined benefit plan, enter the number for the type of benefit in the box at the left margin.

5b. If this is a defined contribution plan, enter the number for the type of plan in the box at the left margin.

6. If the plan sponsor is a member of a controlled group of corporations, trades or businesses under common control, or an affiliated service group, all employees of the group will be treated as employed by a single employer for purposes of certain qualification requirements such as coverage. If the plan sponsor is a member of such a group, attach a statement showing in detail all members of the group, their relationship to the plan sponsor, the type of plans each member has, and the plans common to all members.

6a. If the employer is a member of an affiliated service group, enter 1. If not, enter 2. If you are uncertain as to whether or not you are a member of an affiliated service group, attach the following information:

(1) A description of the nature of the business of the employer. Specifically state whether it is a service organization or an organization whose principal business is the performance of management functions for another organization, including the reason for performing the management function or service.

(2) The identification of other members (or possible members) of the affiliated service group.

(3) A description of the nature of the business of each member (or possible member) of the affiliated service group describing the type of organization (corporation, partnership, etc.) and indicating whether such member is a service organization or an organization whose principal business is the performance of management functions for the other group member(s).

(4) The ownership interests between the employer and the members (or possible members) of the affiliated service group (including ownership interests as described in section 414(m)(2)(B)).

(5) A description of services performed for employers by the members (or possible members) of the affiliated service group, or vice versa. Include the percentage of each member's (or possible member's) gross receipts and service receipts provided by such services, if available, and data as to whether their services are a significant portion of the member's business and whether or not, as of December 13, 1980, it was unusual for the services to be performed by employees of organizations in that service field in the United States.

(6) A description of how the employer and the members (or possible members) of the affiliated service group associate in performing services for other parties.

(7) A description of management functions, if any, performed by the employer for the member(s) (or possible member(s)) of the affiliated service group, or received by the employer from any other member(s) (or possible member(s)) of the group (including data as to whether such management functions are performed on a regular and continuous basis) and whether or not it is unusual for such management functions to be performed by employees of organizations in the employer's business field in the United States.

(8) If management functions are performed by the employer for the member(s)(or possible member(s)) of the affiliated service group, describe what part of the employer's business constitutes the performance of management functions for the member(s) (or possible member(s)) of the group (including the percentage of gross receipts derived from management activities as compared to the gross receipts from other activities).

(9) A brief description of any other plan maintained by the member(s) (or possible member(s)) of the affiliated service group, if such other plan(s) is designated as a unit for qualification purposes with the plan for which a determination letter has been requested.

(10) A description of how the plan(s) satisfies the coverage requirements of section 410(b) if the member(s) (or possible member(s)) of the affiliated service group is considered part of an affiliated service group with the employer.

6b. If the employer is a member of a controlled group, enter 1. If not, enter 2.

7. Enter 1 if this is a governmental plan or church plan that is not subject to ERISA.

Enter 2 if this is a multiple employer plan described in section 413(c). A multiple employer plan is a plan maintained by more than one employer, but which is NOT maintained according to a collective bargaining agreement. Under this plan type, contributions from each group employer must be available to pay benefits of any participant, even if employed by another employer. In addition, enter the number of employers adopting the plan.

Enter 3 if this plan is not described above. Most plans will enter 3.

8. Attach copies of records of all actions taken to terminate the plan, such as board of directors' resolutions, notification to participants, notification to trustees, etc.

8b. Assets must be distributed as soon as administratively feasible after the date of termination. See Rev. Rul. 89-87, 1989-2 C.B. 81.

8c. Check "No" only if you are certain that there will be no reversion of plan assets to the employer.

10. Check the reason you are terminating your plan.

10d. If you checked reason to terminate **d,** adverse business conditions, attach an explanation detailing the conditions that require termination of the plan.

10e. If you checked reason to terminate **e,** adoption of new plan, attach an explanation describing the new plan.

10f. If you checked reason to terminate "other," attach an explanation.

13a. Enter an "X" to indicate whether or not your plan meets one of the coverage tests.

13b. The requirement that an employer notify IRS that it intends to treat a line of business as a separate plan under Code section 414(r) has been waived until further notice from IRS. See IRS Notice 90-57, 1990-38 I.R.B. 28.

13c. Enter the date of the current plan year and the dates of the prior 5 plan years. Then enter the number of participants requested by lines (i) through (vi).

For line 13(c)(v), if 13(c) is required to be completed separately for more than one single "employer" under the plan, in addition to completing this line for the entire plan on the form, on an attached sheet show this information for each such single "employer" in the same format as 13(c)(v).

For line 13(c)(vi), enter the number of employees separated from service with less than 100% vesting in their accrued benefit account balance. If more than 10, enter "10 plus." Only consider vesting in employer contributions. Attach a schedule with the following information for each employee who has separated from service with less than 100% vesting: name, social security number, vesting percentage, years of participation, vesting at separation, date of hire and date of termination, account balance/accrued benefit at separation from service and reason for termination of participant.

If there is a 20% reduction in participants over 2 consecutive years (or less) explain why this would not constitute a partial termination.

14. Enter the number of participants and claimants as requested.

15b. Regulations section 1.401(a)-20, Q&A-2, provides, in part, that the requirements of sections 401(a)(11) and 417 apply to the payments under the annuity contracts, not to the distributions of the contracts.

15c. The accrued benefits of a plan participant may not be reduced on plan termination. This means that a plan amendment that effectively eliminates or reduces an early retirement benefit or a retirement type subsidy with respect to benefits attributable to pre-amendment service is treated as reducing the accrued benefit of a participant if subsequent to termination the participant could satisfy the condition necessary to receive such benefits. See section 411(d)(6) and Regulations section 1.411(d)-3 and Rev. Rul. 85-6.

15d. Answer "Yes" if any funds were contributed in the form of, or invested in, obligations or property of the employer of any group of corporations or group of trades or businesses under common control.

15e. Answer "Yes" if the distribution includes property other than cash, and attach an explanation.

15f. If your plan is a defined benefit plan or money purchase pension plan, enter "Yes" if you anticipate an accumulated funding deficiency.

If you answer "Yes" to this question, complete (i) through (iv).

15g(i). Answer "Yes" if you have unallocated funds that have been reallocated to participants.

15(g)(ii). If you answer "Yes" to (g)(i), complete g(ii).

15(g)(iii). If you answer "No" to (g)(i), complete g(iii).

15h(i). The attachment must include the names of the sponsor(s) involved; the identification number(s) of the sponsor(s); the plan administrator's name(s) and identification number(s), and the name(s) of the plan(s). Also provide a description of the transaction(s).

15h(iv)(A). All plan benefits must be satisfied before assets can revert to the employer upon termination of the plan. All liabilities will not be satisfied if the value of retirement-type subsidies are not provided with respect to participants who, after the date of the proposed termination, satisfy certain pretermination conditions necessary to receive such benefits. Section 401(a)(2), Regulations section 1.401-2(a)(1) and Rev. Rul. 85-6, 1985-1 C.B. 133.

15h(iv)(B). The annuity contracts purchased must be guaranteed for each participant. However, in order to maintain qualification of a continuing pension plan, the contracts covering participants' accrued benefits in the plan must not be distributed except in accordance with Regulations section 1.401-1(b)(1)(i).

15h(vii). Answer "Yes" if your plan is a defined benefit plan and you intend that any or all of your participants will be covered by a new or existing defined benefit plan of the employer.

15h(x). If the answer to this item is "Yes," attach a list that includes the name(s) of the plan sponsor(s), employer or sponsor's identification number(s); administrator's identification number(s), plan number(s) and an explanation of the termination(s) including the amount(s) of the reversion(s), the date(s) of termination and the reason(s) for termination.

15i. If the plan or trust is under examination or if there is an issue related to the plan or trust pending before the Internal Revenue Service, the Department of Labor or the Pension Benefit Guaranty Corporation, check "Yes" and attach an explanation detailing the specific nature of the matter. Also specify which agency or court is considering the matter. Otherwise, check "No."

15j. For this question only, "lump-sum distribution" will mean a single payment of the value of a participant's benefits or a series of payments that do not provide substantially equal payments (either alone or in conjunction with other benefit payments) over the life of the participant.

15l. Code section 416 provides that plan participants in a top-heavy plan who are non-key employees must accrue a minimum benefit or receive a minimum contribution.

16. Complete this only for defined contribution plans. Enter the dates of the current plan year and the prior 5 plan years in the columns indicated.

16a. Enter the amount of employer contributions made for each of the plan years.

16b. Enter the amount of the forfeitures allocated for each of the plan years.

17. Check the box that indicates the form of distribution of benefits for your plan upon termination.

18. Complete the statement showing the estimated fair market value of the plan assets and liabilities as of the proposed date of termination.

Include and clearly identify all liabilities (other than liabilities for benefit payments due after the date of plan termination) that are unpaid as of the proposed termination date or that are paid or payable from plan assets under the provisions of the plan after the proposed date of plan termination. Liabilities include expenses, fees, other administrative costs, and benefit payments due and not paid before the proposed termination date.

18c(4). Include investment securities issues by a corporate entity at a stated interest rate repayable on a particular future date such as most bonds, debentures, convertible debentures, commercial paper and zero coupon bonds. Do not include debt securities of Governmental units or municipalities.

"Preferred" means any of the above securities that are publicly traded on a recognized securities exchange and the securities have a rating of "A" or above. If the securities are not "Preferred" they are listed as "Other."

18c(7)(A). Include the current value of real property owned by the plan which produces income from rentals, etc. This property is not to be included in item 18e, buildings and other property used in plan operations.

18c(7)(B). Include the current value of real property owned by the plan which is not producing income or used in plan operations.

18i. Acquisition Indebtedness.—"Acquisition indebtedness," for debt-financed property other than real property, means the outstanding amount of the principal debt incurred:

(1) by the organization in acquiring or improving the property;

(2) before the acquisition or improvement of the property if the debt was incurred only to acquire or improve the property; or

(3) after the acquisition or improvement of the property if the debt was incurred only to acquire or improve the property and was reasonably foreseeable at the time of such acquisition or improvement.

For more details, see Code section 514(c).

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